

**Los Cerritos Wetlands Authority**

**Date:** December 3, 2020

**To:** Governing Board Members

**From:** Sally Gee, Project Manager

**Through:** Mark Stanley, Executive Officer

**Subject:** Item 13: Consideration of a resolution to negotiate and award a contract to Moffat & Nichol for the Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance

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**RECOMMENDATION:** That the Los Cerritos Wetlands Authority (LCWA) authorize the Executive Officer, or designee, to negotiate and award a contract to Moffat & Nichol for the Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance for a not to exceed amount of \$740,000.

**PROJECT DESCRIPTION:** The LCWA released a Request for Proposals (RFP) on September 29, 2020 for qualified firms to provide consultant services to work closely with the LCWA project team to complete necessary technical studies and produce the 65% design plans, environmental review documentation, and permit applications for the 105-acre Southern Los Cerritos Wetlands Restoration Project (Exhibit A - RFP). The project will build on conceptual designs in the [Los Cerritos Wetlands Conceptual Restoration Plan](#) and the [Los Cerritos Wetlands Restoration Plan Final Program Environmental Impact Report](#).

The final deliverable for this project will provide the 65% design plans containing enough detail for completion of permit applications. The plans will include:

- 1) restoration of tidal marsh, as well as transition zones and coastal upland habitat to allow for upslope wetland migration in response to sea level rise,
- 2) creation of public access trails and facilities,
- 3) relocation or redesign of existing utilities and roadways,
- 4) a soil management plan covering the remediation of contaminated soils and details regarding the beneficial reuse of cut material, and
- 5) improved hydrological connections and flood management facilities.

The scope of work includes preparation of a biological resources study, cultural resources study, hazardous materials study, and a wetland delineation. The project also includes preparation of documents for California Environmental Quality Act (CEQA) compliance, which may tier off the existing PEIR, if it is certified by the LCWA. In addition, the consultant will prepare permit applications to the US Army Corps of Engineers (Clean Water Act Section 404), California Department of Fish and Wildlife (Streambed Alteration Agreement), California Coastal Commission (Coastal Development Permit), Santa Ana Regional Water Quality Control Board (Clean Water Act Section 401 Permit), and City of Seal Beach (Grading permit, Tree removal permit). The consult will also conduct outreach to stakeholders, tribal governments, and the public.

It was explained in the RFP that it was expected that prior to the completion of 65% designs, preliminary designs will be developed at a level of detail sufficient for CEQA compliance. (see full scope of work in Section III of the RFP, Exhibit A).

The RFP was posted on the LCWA website and emailed to a known consultant list of 18 unique consultant firms that conduct these types of work activities. Only two firms, Moffat & Nichol (M&N) and Environmental Science Associates (ESA), had indicated interest in submitting proposals. Questions on the RFP were welcomed and were accepted no later than 11:59pm October 8, 2020. LCWA staff received 1 question regarding insurance requirements in LCWA's contracting policy, no further questions were asked. The response was posted on the LCWA's website and emailed to the firms who indicated interest in submitting a proposal by October 12, 2020.

The closing date for proposal submittal was October 19, 2020. LCWA received two proposals, one from M&N and the other from ESA, who each included qualified specialists in tidal salt marsh habitat restoration design and engineering, geotechnical analyses, archeological & tribal cultural resources, hydrology and geomorphology, public engagement, CEQA planning and other appropriate environmental planning and permitting disciplines.

A review team consisting of one member from each of the LCWA's JPA agencies thoroughly reviewed each proposal and invited each team to participate in an interview on October 27, 2020. The scores are summarized below:

Rank	Firm	Eval #1	Eval #2	Eval #3	Eval #4	Average
1	Moffat & Nichol	91	94	87	92	91
2	Environmental Science Associates	80	86	80	88	83.5

Based on these scores, staff recommends negotiating and awarding a contract to Moffat & Nichol for consultant services detailed in M&N's proposal (Exhibit B). This proposal was determined to be the most successful proposal. Among numerous considerations, this recommendation is based on M&N's understanding and approach to the project, responsiveness to the RFP, and extensive project experience with similar projects regionally and at the Los Cerritos Wetlands. Lastly, this consulting firm has the longevity, stability, and staff availability to conduct studies, support environmental compliance efforts, and lead public stakeholder services for the development of this project. The M&N team includes five experienced subconsultants, Anchor QEA, Coastal Restoration Consultants, New West Land Company, Cogstone, and Altman Environmental Consultants.

The assumptions on the scope of work outlined in the RFP, regarding Task 3: project level CEQA compliance, relies on the certification of the PEIR. A recommendation to certify the Final PEIR was considered at the LCWA Board meeting on today's agenda, December 3, 2020. If the Final PEIR is not certified today, and depending on the LCWA Board's directions, LCWA staff may need to reevaluate the CEQA approach proposed in the M&N proposal. Both M&N and ESA had proposed a similar approach. The approval of this resolution would allow the Executive Officer or designee to negotiate the terms of this contract with M&N for an amount not to exceed \$740,000. Additional funding may be needed for additional CEQA work.

**BACKGROUND:** The LCWA adopted the CRP in August 2015, which identified opportunities for restoring tidal connections, creation of new wetland and associated upland habitats, consolidation of oil operations, improvement to passive recreation facilities, creation of a visitor's center, and

accommodation of special status species at the Los Cerritos Wetlands. Following the CRP process, the LCWA has prepared a PEIR utilizing the CRP designs to create a program description for a 503-acre program area. The potential impacts of this proposed program were analyzed, and mitigation measures were determined for potentially impacted resources. M&N was the leading firm to complete the CRP, and ESA was the leading firm to complete the PEIR.

The PEIR identified phasing for potential projects to eventually tier-off from the program. One of the near-term projects identified by the PEIR is located in the South Area on 105 acres identified as the South LCWA site (aka Hellman Ranch Lowlands) and the State Lands Commission site (together comprising the Project Area), both managed by LCWA. This Project Area was historically salt marsh but has been altered through anthropogenic activities. The site currently contains former sumps, landfills, foundations, and contaminated areas from prior oil operations and land uses.

Project outreach will build off the extensive outreach that has been conducted by LCWA in the past in the preparation of the Conceptual Restoration Plan (CRP) and the PEIR. Six community workshops and eight technical advisory committee meetings were held to work with the public, tribes, scientists, and public agencies on the preparation of the CRP. Four public meetings and three technical advisory committee meetings were held during the preparation of the PEIR, in addition to multiple targeted meetings with interested stakeholder groups such as the Los Cerritos Wetlands Land Trust, El Dorado Audubon, tribal representatives, and the Sierra Club Los Cerritos Wetlands Task Force.

During these meetings, in general, tribal representatives expressed the need for care, respect, and tribal monitoring given the potential for tribal artifacts and possibly human remains to occur in the LCW Complex overall, as well as support for overall restoration goals and a desire to remain informed and involved. Tribal representatives specifically made the following requests which were incorporated into the PEIR as mitigation measures:

- Tribal input on the proposed program's ecological design and the selection of plants/native plants;
- Remaining informed of the proposed program as it progresses;
- Participation in surveys;
- Native American monitoring;
- Communicating the history and cultural connection of the program area for generations to come; and
- Preservation of tribal access.

LCWA has reached out the tribes who requested consultation on the PEIR to invite them to participate in a tribal advisory group, to provide input on and review of technical studies and restoration designs for the project.

**FISCAL:** The consultant, M&N, will perform a scope of services that includes conducting technical studies, preparation of 30% and 65% designs, completion of environmental compliance, preparation of permit applications, and associated stakeholder outreach. The proposed budget, and schedule are to be negotiated to a not to exceed contract amount of \$740,000. The FY 20/21 budget will be updated accordingly.

At the time of this report, LCWA has not secured all funding to complete the full scope of the project. This contract will be paid partially by Proposition 1 Grant Funds from CDFW and grant funds from the State Coastal Conservancy (SCC). Staff has applied for additional grant funding from the Orange County Community Fund (OCCF) to support this project. Additionally, staff will be seeking gap funding from the Rivers and Mountains Conservancy (RMC) Prop 68 call for

projects.

Based on the funding scenario presented above, the amounts are anticipated to be as follows:

<b>Funding Source</b>	<b>Amount</b>	<b>Status</b>
CDFW	\$340,000.00 (subconsultant work)	Certified Grant Agreement
SCC	\$190,000	Grant Awarded
OCCF	\$20,000	Application submitted; Pending award at OCCF Board Meeting December 16, 2020
RMC	\$190,000	Application Pending
<b>Not to Exceed Total</b>	<b>\$740,000</b>	

Other potential funding sources for this phase and future phases of the project include the Los Cerritos Wetlands Fund and Once Through Cooling Mitigation Funds collected from the Haynes Generating Station.

Due to the current funding gap, staff recommends negotiating this contract with a phased approach, having discretion on deliverables to be met. A contract option is to negotiate for work to advance this project equal to the amount of funding the LCWA had received by the end of November. Initial contracting tasks could focus on data collection, resources assessments, technical reporting, preliminary designs, and CEQA compliance. As funding becomes available, a notice to proceed with additional phase(s) or optional tasks may be issued. If for any reason, additional gap funding is not secured, staff would bring this item back to the LCWA Board for reconsideration at the next Board Meeting.

Approval of this resolution today would allow planning for the next phase of restoration at the Los Cerritos Wetlands to move forward without delay and meet the funding timeline proposed in the California Department of Fish and Wildlife (CDFW) grant agreement for the Southern Los Cerritos Wetlands Restoration Project.

Exhibit A - RFP



**LOS CERRITOS WETLANDS AUTHORITY**  
**REQUEST FOR PROPOSALS**

**For**

**SOUTHERN LOS CERRITOS WETLANDS  
RESTORATION PROJECT – 65% DESIGN AND  
ENVIRONMENTAL COMPLIANCE**

Los Cerritos Wetlands Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
[intoloscerritoswetlands.org](http://intoloscerritoswetlands.org)

Contact: Sally Gee, 626-815- 1019 ext 104  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)



## LOS CERRITOS WETLANDS AUTHORITY

### Request for Proposals

Southern Los Cerritos Wetlands Restoration Project -  
65% Design and Environmental Compliance

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Exhibit A: Project Area

Exhibit B: Sample Contractor Agreement

## **I. INTRODUCTION AND OVERVIEW:**

The Los Cerritos Wetlands Authority (LCWA) is requesting proposals from qualified firms to provide professional consultant services to work closely with the LCWA project team to complete necessary technical studies and produce the 65% design plans, environmental review documentation, and permit applications for the 105-acre Southern Los Cerritos Wetlands Restoration Project (Exhibit A). The project will build on conceptual designs in the [Los Cerritos Wetlands Conceptual Restoration Plan](#) and the [Los Cerritos Wetlands Restoration Plan Draft Program Environmental Impact Report](#).

The LCWA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) whose mission is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands Complex consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation.

The LCWA anticipates that the project team will include specialists in tidal salt marsh habitat restoration design and engineering, geotechnical analyses, archeological & tribal cultural resources, hydrology and geomorphology, public engagement, CEQA planning and other appropriate environmental planning and permitting disciplines. The LCWA intends to contract the work with a single primary consultant, which may perform the work in-house or through one or more subcontractors. Proposals must be submitted by **October 19, 2020**, according to the guidelines set forth in Section VI: Submittals of Proposal.

## **II. PROJECT DESCRIPTION:**

The Los Cerritos Wetlands Complex on the border of Los Angeles and Orange Counties affords the opportunity to restore salt marsh, seasonal wetlands, and other freshwater wetlands within an approximately 503-acre area. The Southern California Wetland Recovery Project (WRP), a partnership of 17 state and federal agencies, has identified the acquisition and restoration of the Los Cerritos Wetlands as a high regional priority. The restored habitat will provide multiple benefits, including provision of critical habitat for listed species and other fish and wildlife, carbon sequestration, improved flood control, sea level rise resiliency, preservation of tribal cultural resources, and improved public access to open space.

The Los Cerritos Wetlands Complex adjoins the lower reach of the San Gabriel River where, prior to channelization, the mouth of the San Gabriel River migrated back and forth across the coastal plain. Historically, the complex covered approximately 2,400 acres and stretched approximately two miles inland, varying from freshwater and brackish wetlands in its inland areas to salt marsh closer to the ocean. Channelization of the San Gabriel River began in the 1930s and cut off tidal action to much of the wetland area. The size of the historic wetlands has been reduced by farming, placement of fill and excavation of channels and basins for oil fields and landfill burn dumps, and urban development. There is ongoing oil production throughout the area and much of the remnant salt marsh is within a grid of dikes, berms, roadways, and levees. Other channels which service upstream power plants also bifurcate sections of the complex. Today, remnants of the historic wetlands occur in degraded patches, divided into the following four areas: North, Central, Isthmus, and South.

Furthermore, the Los Cerritos Wetlands and salt marsh hold significant tribal cultural history to the Tongva/Gabrieleno and Acjachemen/Juaneno tribes. Tribal representatives described the Los Cerritos Wetlands and its surroundings as sacred lands that encompass a larger area of connected tribal sites. The Los Cerritos Wetlands are located in between *Puvungna* and *Motuucheyngna*, and are thus considered by tribes to be part of the larger cultural landscape of *Puvungna* and the surrounding villages.

Through the conceptual restoration planning process, the LCWA determined what opportunities exist for Los Cerritos Wetlands restoration, public access, and interpretation that will meet the needs of the agency, community, and stakeholders. This included identifying opportunities for restoring tidal connections, creation of new wetland and associated upland habitats, consolidation of oil operations, improvement to passive recreation facilities, creation of a visitor's center, and accommodation of special status species. This analysis culminated in the Los Cerritos Wetlands Conceptual Restoration Plan that was adopted by the LCWA Board of Director in August 2015; a copy of that plan can be downloaded at <http://intoloscerritoswetlands.org/conceptual-restoration-plan/>.

Following the CRP process, the LCWA has prepared a Program Environmental Impact Report (PEIR). This PEIR used the CRP designs to create a program description for a 503-acre program area. The potential impacts of this proposed program were analyzed, and mitigation measures were determined for potentially impacted resources. This program also included phasing for potential projects to eventually tier-off from the program. The Draft PEIR can be found at <http://intoloscerritoswetlands.org/the-lcws-eir/>.

One of the near-term projects identified by the PEIR is located in the South Area on 105 acres identified as the South LCWA site (aka Hellman Ranch Lowlands) and the State Lands Commission site (together comprising the Project Area), both managed by LCWA (Exhibit A). This Project Area was historically salt marsh but has been altered through anthropogenic activities. The site currently contains former sumps, landfills, foundations, and contaminated areas from prior oil operations and land uses.

This RFP is focused on restoration design services and permitting for the Project Area. The purpose of this project is to develop 65% designs that build on the CRP and PEIR and produce the necessary project-level environmental review and permitting documents for these 105 acres under the jurisdiction of several agencies, including the City of Seal Beach, California Coastal Commission, State Lands Commission, State Water Board, California Department of Fish and Wildlife, and US Army Corp of Engineers.

The final deliverable for this project will provide the 65% design plans containing enough detail for completion of permit applications. The plans will include:

- 1) restoration of tidal marsh, as well as transition zones and coastal upland habitat to allow for upslope wetland migration in response to sea level rise,
- 2) creation of public access trails and facilities,
- 3) relocation or redesign of existing utilities and roadways,
- 4) a soil management plan covering the remediation of contaminated soils and details regarding the beneficial reuse of cut material, and
- 5) improved hydrological connections and flood management facilities.

It is expected that prior to the completion of 65% designs, preliminary designs will be developed at a level of detail sufficient for the project to complete CEQA compliance. At the time of release

of this RFP, the Final PEIR has not been completed, therefore proposers should base their assumptions in the proposals from information in the CRP and Draft PEIR. The Final PEIR is expected to be certified by the LCWA Board prior to initiation of the Scope of Work.

The Consultant will work closely with LCWA Project Managers and Steering Committee to achieve all deliverables of this project.

### **III. SCOPE OF WORK:**

#### **Task 1 Technical Studies: Data Collection and Analysis**

The Consultant shall complete data collection and analysis by 7/31/2021. All data will be managed per the specifications of the LCWA and their partner agencies. The LCWA will provide biological resources data that will include vegetation mapping, sensitive species surveys, and wetlands delineation study, further explained under "Services Provided by LCWA". Studies fall into the following categories, which will provide information needed to complete restoration plans and achieve environmental compliance:

##### **Subtask 1.1 Geotechnical and Environmental Site Assessment**

Geotechnical investigations will include site borings and test pits to help determine design for flood management (berms), the stability of the grading site, and inform a Phase II Environmental Site Assessment. The Consultant shall obtain permits for and complete geotechnical investigations, review past environmental site assessment data provided by LCWA, and compile existing topographic data provided by LCWA to inform analyses.

##### **Subtask 1.2 Archeological, Paleontological, and Cultural Resources Assessment:**

The Consultant shall conduct archeological/paleontological monitoring and cultural resources studies according to mitigation measures CUL-2, CUL-3, CUL-4, CUL-5, CUL-6, CUL-9, and GEO-2, which will build off the database search and reconnaissance survey conducted for the PEIR. This study will determine nature and extent of resource sensitive areas. It is expected that the Consultant will work through LCWA to obtain tribal input and interpretation of tribal cultural resources findings.

##### **Deliverables:**

- Technical reports on:
  - Geotechnical investigations
  - Phase II Environmental Assessment
  - Archeological and Cultural Resources

#### **Task 2 – Prepare 65% Restoration Plans:** Preparation of 65% wetlands restoration and public access plans for the 105-acre Project Area that provide sufficient detail for the completion of permit applications. The LCWA does not have site control over the State Lands Commission (SLC) Parcel, therefore designs for this site may be less detailed than the South LCWA Site. The LCWA anticipates applying to the SLC for a lease to allow

restoration and enhancement activities and/or development of public access facilities. The Consultant is not expected to design a visitor center, as called for in conceptual designs, but should acknowledge plans for visitor amenities on the SLC Parcel.

### **Subtask 2.1 Complete Preliminary (30%) Design**

Completion of the preliminary design will produce the following drawings and documents by 4/30/2022:

**Preliminary Design Drawings:** The Consultant shall develop preliminary design plans to approximately 30% to resolve any potential outstanding design issues and inform the 65% design deliverable. At a minimum these preliminary designs should include agreed upon limit of work, a grading plan, habitat distributions, a soil management plan, utilities relocation and roadway design, flood management systems, and bridge/water conveyance structure design.

**Basis of Design Report:** The consultant shall complete a report defining the project by describing the basis of geomorphic design including locations for channel grading and marsh plain elevations, flood management, and sea level rise considerations. The report should also include the basis for design of the proposed ecological communities from subtidal to supratidal including considerations for sub-habitat types like eelgrass, salt panne, and/or marsh-upland ecotones. Justifications should be made for the plant schedule, enhancement of special status plant populations and habitat distributions. This report should be built off the existing LCW Habitat Restoration Plan.

**Hydrology and Hydraulics Report:** To complement the Basis of Design Report, the Consultant shall produce a report that includes a complete data set and analysis of field and modeling data related to the site's hydrology and hydraulics used to determine the hydrological improvements and flood management designs. This report will build off the hydrodynamic modeling conducted for the PEIR.

Preliminary designs should be at a sufficient level of detail to complete CEQA compliance (see Task 3).

### **Subtask 2.2 65% Design Drawings and Specifications**

The Consultant shall finalize details on 65% design drawings including agreed upon limit of work, grading plan, habitat distributions, plant schedule and planting plan, soil management plan, utilities relocation and roadway design, flood management system, bridge/water conveyance structure design, conceptual irrigation plan, and trail and associated public access facilities design, as well as drawing details and design specifications by 12/31/2022. 65% designs should be at a sufficient level of detail to complete permit applications (see Task 4).

#### **Deliverables:**

- 30% Design Plans
- Basis of Design Report
- Hydrology and Hydraulics Report
- 65% design plans and specifications
- Construction cost estimates

### **Task 3.0 - Complete CEQA**

The Consultant shall complete and document the project-level CEQA compliance process based on 30% design plans by April 30, 2022. The project-level restoration design will be consistent with the PEIR that is expected to be certified by November 2020 (it is possible project-level planning may result in changes to the conceptual designs). The Consultant will determine what additional environmental documentation is required for CEQA compliance (e.g. Supplemental EIR, Focused EIR, Addendum), and prepare them as determined necessary. A Mitigation Monitoring and Reporting Program will be provided by the LCWA after certification of the Final PEIR.

**Deliverables:**

- Project Description
- CEQA Checklist
- Completion of PEIR's Mitigation Monitoring and Reporting Program
- Supplemental CEQA Documentation in final form

### **Task 4.0 – Prepare Permit Applications**

Prepare permit applications for the restoration of 105-acre Project Area by 12/31/2022. The Consultant will conduct the following activities in order to complete the necessary permit applications:

**Subtask 4.1** Consult with Army Corp of Engineers (USACE) to determine if a Clean Water Act Section 408, Section 404, or other permit is required and submit the necessary complete application information;

**Subtask 4.2** Submit a complete application for a Section 7 Endangered Species Act (ESA) consultation to the United States Fish and Wildlife Service (USFWS);

**Subtask 4.3** Complete a Section 106 consultation to achieve compliance with the National Historic Preservation Act (NHPA);

**Subtask 4.4** Submit a complete Section 1602 Streambed Alteration Notification to CDFW;

**Subtask 4.5** Submit a complete Coastal Development Permit application to the California Coastal Commission;

**Subtask 4.6** Submit a complete application for a Section 401 Water Quality Certification to the Santa Ana Regional Water Quality Control Board;

**Subtask 4.7** Submit a complete application to State Lands Commission for modification of lease agreement;

**Subtask 4.8** Consult and submit a complete application for any required permits from the South Coast Air Quality Management District;

**Subtask 4.9** Consult and submit a complete application for any required permits from Caltrans.

**Subtask 4.10** Consult and submit a complete application for any required permits from Orange County Public Works; and

**Subtask 4.11** Submit a complete application for any required permits from the City of Seal Beach.

**Deliverables:**

- Final submitted permit applications

**Task 5.0 – Stakeholder Outreach** - The Consultant will work with LCWA Project Managers and Steering Committee to solicit and incorporate input from the general public, LCWA's Technical Advisory Committee, tribal groups, and other stakeholders on the restoration designs and necessary meetings for CEQA compliance by 12/31/2022.

Subtask 5.1 Public Outreach Meetings – The Consultant shall lead and conduct a minimum of three (3) outreach events to the general public to solicit public input.

Subtask 5.2 Technical Advisory Committee – The Consultant shall lead and conduct a minimum of three (3) TAC meetings to solicit input.

Subtask 5.3 Tribal Committee Meeting – The Consultant shall participate in and support a minimum of five (5) Tribal Committee Meetings to be led by LCWA to solicit input on restoration designs.

Optional Tasks - Additional Outreach Meetings can be proposed as part of the proposal.

**Deliverables:**

- Stakeholder Outreach Plan
- Meeting materials and notes for community meetings (3)
- Meeting materials and notes for TAC meetings (3)

#### **IV. SERVICES PROVIDED BY LCWA:**

LCWA will provide access to all relevant data in its possession, including previous data collected during the CRP and PEIR planning processes, topographic files, and environmental site assessment data.

The LCWA shall provide Biological Resources Data of the Project Area including:

- Habitat assessment to determine the presence, absence or distribution of suitable habitat for special-status plants and terrestrial and aquatic wildlife species consistent with CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities
- Belding Savannah Sparrow Breeding habitat map
- Nesting birds and raptors, and roosting bat survey data and maps
- Jurisdictional Wetlands Delineation Study that describes the extent of jurisdiction under the USACE, RWQCB, CDFW, and CCC.

The LCWA shall coordinate and lead meetings with a Tribal Advisory Committee and be the liaison between tribal entities and the Consultant.

However, LCWA assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by LCWA.

## **V. PROPOSALS AND GUIDELINES:**

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the LCWA reserves the unqualified right to reject any or all proposals for any reason. LCWA is responsible only for that which is expressly stated in this RFP.

LCWA is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

LCWA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any RFP prepared and/or submitted in response to this request. Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

LCWA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the LCWA's disregard of the Proposer's submittal. LCWA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.

No changes to the proposals shall be allowed after submittal to LCWA.

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws. Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Consultant and the LCWA.

LCWA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Consultant in this document.

The project shall be overseen by the LCWA Project Manager or designee assigned by the Executive Officer of the LCWA. The LCWA Project Manager oversees, directs and coordinates project activity and serves as a liaison to other entities.

The Consultant shall take all formal direction from the LCWA Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the LCWA Project Manager.

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Consultant for the project, and all works based thereon, incorporated therein, or derived there from, shall be the sole and exclusive property of the LCWA.

## **VI. COMPENSATION**

The Consultant shall be compensated based upon the completion of agreed milestones. LCWA will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. The scope of work in this RFP will be paid through grant funds, therefore mileage, lodging, and per diem expenses are not reimbursable. Invoices shall be submitted consistent with the provisions of the work plan outlined in the contract agreement.

## **VII. SUBMITTALS OF PROPOSAL:**

The response to this RFP must be made according to the requirements set forth in this Section VI, both for content and for sequence. Submittals should be received **electronically in Adobe Acrobat (.pdf) format and emails must be received by 6:00 pm, October 19, 2020** to:

Sally Gee, LCWA Project Manager  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)

cc: Dena Williams, Administrative Assistant  
[dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov)

and

Eric Zahn, Principal, Tidal Influence  
[eric@tidalinfluence.com](mailto:eric@tidalinfluence.com)

**Subject:** Southern Los Cerritos Wetlands RFP – [Consultant/Firm Name]

**Due to COVID-19 office closures, no physical or mailed proposals will be accepted.**

Questions regarding this RFP are welcome and shall be made in writing to Eric Zahn at the email above no later than 11:59pm October 8, 2020. In the interest of fairness to all potential contractors, the LCWA will not respond to individual requests for information regarding the RFP. Responses to all questions will be posted on the LCWA's website by October 12, 2020. Note that the LCWA's responses to questions and requests for clarifications will be shared with other potential proposers through e-mail and the LCWA website. It is recommended that potential proposers inform LCWA of their intent or interest in responding to this RFP. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

**MANDATORY CONTENTS:**

Section 1 - Cover Letter: shall be a maximum two-page letter including the name and address of the primary firm submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; a list of subconsultants on the consulting team, and the name, address, and telephone number of the contact person who will be authorized to make representations for the primary firm.

Section 2 - Table of Contents: shall provide a clear overview of proposal content using page numbering

Section 3 - Corporate Documentation and Statement of Qualifications and Experience: shall include relevant information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc. Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established Work Plan & Scope of Services. A list of projects which indicates related experience. Include a list of references and respective phone numbers. Call out any relevant certifications, such as small business, veteran/minority/women-owned business, etc.

Section 4 - Standard Services: shall include the Proposer's approach to providing the service deliverables described in Section 3, Scope of Work, of this RFP.

Section 5 - Work Plan: Provide a Work Plan for all services as outlined in Section 3 for the whole project. The typical Work Plan shall indicate activities in support of the services requested, including quality control reviews and participation of sub-consultants.

Provide a schedule of staffing and resources management plan for Consultant and each sub-consultant which identifies specific tasks and the level of effort and the number of hours and associated costs required for each task. Describe your current workload and capability/commitment to complete the Scope of Services in accordance with project schedules. The Consultant shall provide a likely time duration in which the Scope of Work indicated in Section 3 could be completed.

Include in the Work Plan a schedule of reports and/or presentations to the LCWA based upon milestones indicating progress.

Section 6 - Acceptance of Terms and Conditions: shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the LCWA Consultant Services Agreement and identified in this RFP.

Section 7 – Conflict of Interest Disclosure: shall include a statement identifying any potential conflicts of interest that the Consultant and sub-consultants may have.

Section 8 – Statement of Qualifications (Portfolio cut sheets, project references and project team resumes): shall include identification of principal staff members including major sub-consultants. Provide information only for the key individuals who will be providing the offered services including relevant experience, education, and completed projects.

## **VIII. EVALUATION CRITERIA:**

Proposals will be evaluated by a panel appointed by the LCWA. Proposals that are determined to be responsive to the mandatory requirements as indicated and shall be evaluated based on the following criteria:

*Approach.* Detailed discussion of the team's approach to preparation of the design and permit package, including each of the project's tasks and work products. Evaluation of the team's understanding of the project will be based on this section. Proposals may suggest alternate approaches or additional tasks; however, the proposal (including the budget) must also address the tasks as described in the RFP for comparison with other proposals.

*Qualifications.* Description of the role and qualifications of the prime consultant and each subconsultant firm. Include descriptions of no more than five relevant projects completed by each firm. For each project team member, including subconsultants, describe their role and qualifications.

*Recognition.* Understanding of overall concepts and objectives; Responsiveness to RFP requirements; Work Plan for all services for the project and Schedule broken down by task.

*Budget.* Proposed project budget broken down by task, consultant/subconsultant, and team member. Budget should indicate both the number of hours and the cost for each task in total, and separately for each team member working on a given task. Budgets need to break out labor and other direct project costs and identify indirect costs. Indicate the hourly billing rates for each person to be employed on the project, including subconsultants, plus any related billing provisions. Identify all proposed markups for subconsultants.

Upon receipt of these documents from an interested firm the LCWA may request additional information and may conduct discussions with firms/teams regarding top-ranking proposals.

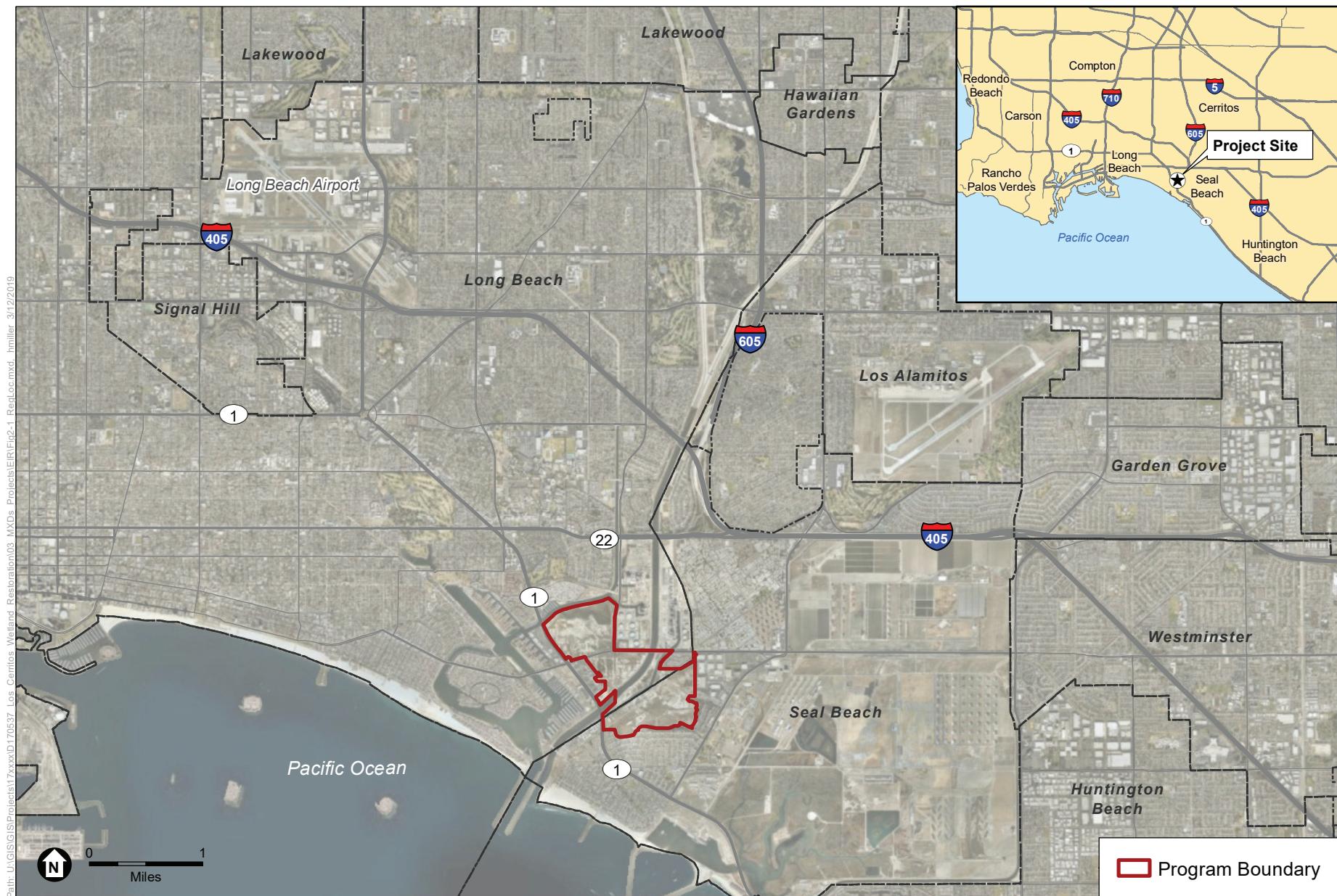
Firms selected as finalists may be asked to submit additional information regarding their financial history and contract performance, including whether the firm has ever been

- a. defendant in any litigation alleging that the firm had defaulted in its performance of its obligations under a consulting or other agreement; or
- b. found to be in default of a performance bond; or
- c. the subject of any bankruptcy or insolvency proceedings.

Final interviews for selected Consultants will be held on **Tuesday October 27, 2020**, and a recommendation to the LCWA Board for approval of awarding a contract to the successful proposal is anticipated for November 5, 2020.

The LCWA will attempt to negotiate a contract with the highest-ranking firm/team at compensation determined to be fair and reasonable. If the parties fail to conclude satisfactory arrangements, negotiations with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams in order of ranking. In any event, the LCWA reserves the right to add or substitute particular sub-consultants in negotiating the contract for this project.

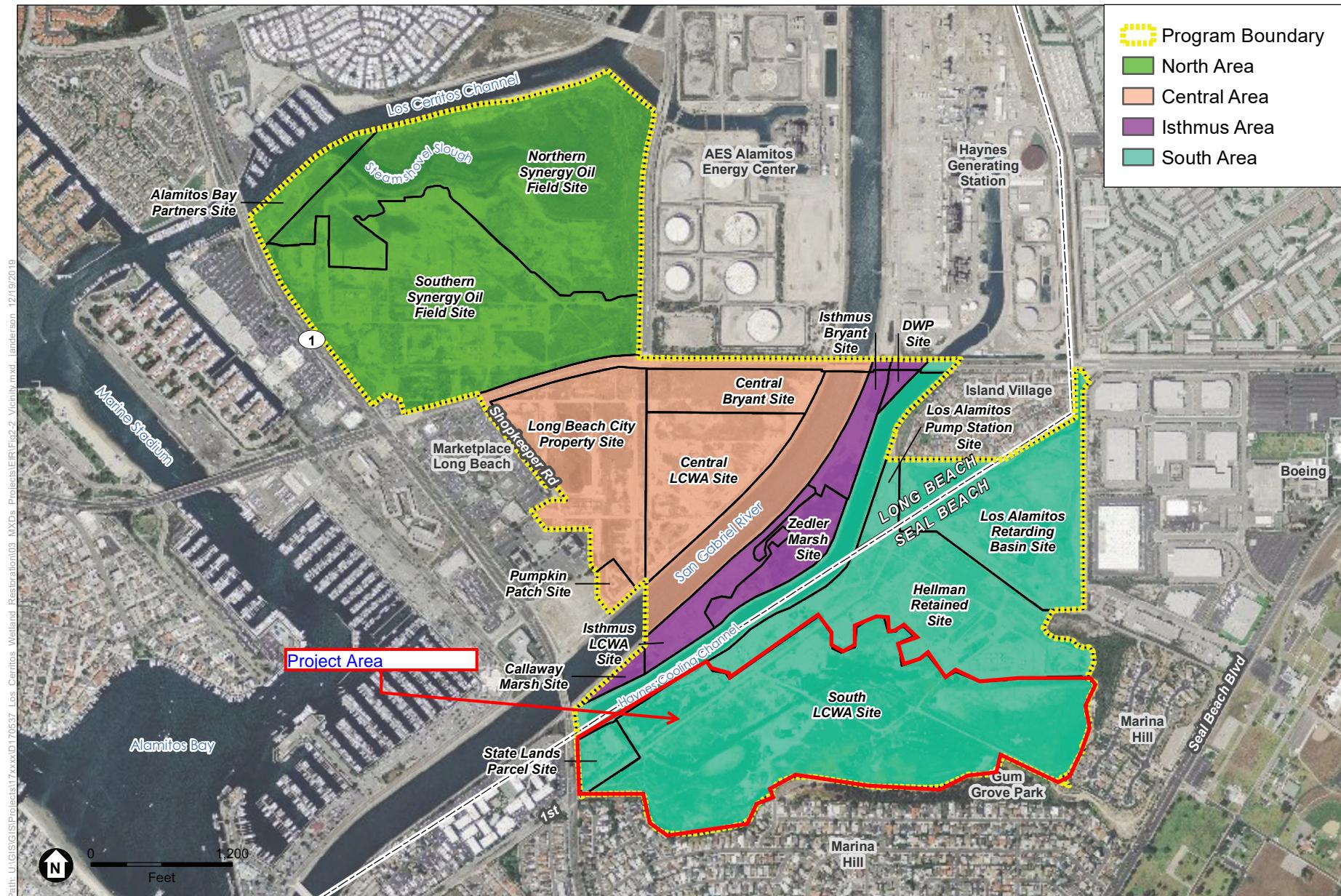
<b>LCWA PROPOSAL SCORING SHEET</b>		<b>Consultant:</b>	
<b>Criteria Description</b>	<b>Max Points</b>	<b>Score</b>	<b>Comments</b>
<b>Approach:</b> Understanding of the project components and capability to adequately analyze the project's goals/objectives & opportunities/constraints.	20		
<b>Qualifications:</b> Recent experience with similar projects in the region and at Los Cerritos Wetlands	20		
<b>Qualifications:</b> Education and experience of key personnel, including principals to be assigned and the proposed level of their participation	20		
<b>Responsiveness:</b> Proposed work plan meets RFP requirements for each task	10		
<b>Budget:</b> Firm/team's ability and availability to meet the project budget and schedule	15		
<b>Qualifications:</b> Nature and quality of the firm/team's past completed work	5		
<b>Qualifications:</b> Specialized qualifications for the services to be performed	5		
<b>Qualifications:</b> Certified Small Business (SBE) or Disabled Veteran Business Enterprise (DVBE)	5		
<b>TOTAL</b>	100		



SOURCE: ESRI

Los Cerritos Wetlands Restoration Plan Program EIR

Regional Location



SOURCE: Mapbox, LCWA

Los Cerritos Wetlands Restoration Plan Program EIR

**Figure 2**  
Project Site and Local Vicinity



SOURCE: Mapbox, LCWA

Los Cerritos Wetlands Restoration Plan Program EIR

**Figure 2-4**  
South Area

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT made and entered into this **XX day of Month 20XX** and includes a notice to proceed, as attached.

BY AND BETWEEN

Los Cerritos Wetlands Authority (LCWA), a joint powers authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC) and Cities of Long Beach and Seal Beach.

AND

**[Consultant/ Firm]**, hereinafter referred to as "Consultant,"

LCWA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide for services on the **[Project Name]**. The Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"LCWA" means the joint powers authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy and Cities of Long Beach and Seal Beach

2. Consultant's Services

The scope of work shall be as outlined in Exhibit A, Scope of Work dated **XXXX**. No work shall commence on this project until a written Notice to Proceed is issued by LCWA.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to LCWA of the services described in Article 2 above, including receipt and

acceptance of such work by the Executive Officer of the LCWA (hereinafter called Executive Officer), LCWA agrees to pay Consultant a maximum not to exceed fee of **XXXX dollars (\$X)**.

LCWA shall compensate Consultant as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer. Invoices shall be accompanied by an analysis of work completed for the invoice period.

b. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule on file with Executive Officer.

c. Consultant may select the time and place of performance for these services; provided, however, that access to the LCWA documents, records and the like, if needed by Consultant, shall be available only during the LCWA's normal business hours and provided that milestones for performance, if any, are met.

d. Consultant has requested to receive regular payments. The LCWA shall pay Consultant within thirty (30) days following receipt from the Consultant and approval by the LCWA of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done, and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that the LCWA is a joint powers authority.

e. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

f. The term of this Agreement shall commence on **XXXXXX, 20XX** and shall terminate on **XXXXXX, 20XX**, unless terminated sooner as provided in this Agreement, or unless the services or the Project is completed sooner.

g. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause LCWA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

h. Consultant will not be required to perform services which will exceed the contract amount, approved workplan and budget, and contract dates without amendment to this Agreement.

i. Consultant will not be paid for any expenditure beyond the contract amount stipulated without amendment to this Agreement.

4. Materials, Equipment and Supplies

a. Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as agreed per the attached approved grant agreements.

b. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations hereunder.

5. LCWA's Responsibility

LCWA will make available any items specified in the Request for Proposals.

6. LCWA's Representative

Executive Officer, or authorized representative, shall represent LCWA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Coordination and Organization

a. Consultant shall coordinate performance hereunder with the LCWA's representative, if any, named in Exhibit "B", attached hereto and incorporated herein by this reference. Consultant shall advise and inform the LCWA's representative of the work in progress on the Project in sufficient detail so as to assist the LCWA's representative in making presentations and in holding meetings for the exchange of information. The LCWA shall furnish to Consultant information or materials, if any, described in Exhibit "C" attached to this Agreement and incorporated herein by this reference.

b. The parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the reputation and skill of Consultant's key employees, **XXXXX as well as the Consultant's subconsultants, XXXXX**. The LCWA shall have the right to approve any person proposed by Consultant to replace that key employee or firm proposed to replace the subconsultants.

8. Independent Contractor

a. In performing its services, hereunder, Consultant is and shall act as an independent contractor and not an employee, representative or agent of the LCWA. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement.

b. This Agreement is by and between LCWA and Consultant and is not intended, and shall not be construed, to create the relationship of agent, employee, partnership, joint venture, or association, as between LCWA and Consultant.

c. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

d. Consultant acknowledges and agrees that (a) the LCWA will not withhold taxes of any kind from Consultant's compensation; (b) the LCWA will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) the LCWA will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of the LCWA employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of the LCWA.

9. Ownership of Data

All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of the LCWA. Data shall be given to the LCWA and the LCWA shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to the Consultant. Copies of Data may be retained by Consultant but Consultant warrants that all Data shall not be made available to any person or entity for use without the prior approval of the LCWA. Said warranty shall survive termination of this Agreement for five (5) years. LCWA acknowledges that its alteration of Data or use of Data for any purpose other than the subject project without the express consent of Consultant is at LCWA's own risk and without liability to Consultant.

10. Termination

a. The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the LCWA. The LCWA may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work

already performed, up to the date of termination by giving fifteen (15) calendar days written notice of such termination to Consultant.

b. The consultant shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, the LCWA shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 3 (d) with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to the LCWA all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that the LCWA's obligation to make final payment is conditioned on Consultant's delivery of the Data to the LCWA.

c. LCWA may also, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any LCWA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultants' performance pursuant to the Agreement. In the event of such termination, LCWA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

#### 11. Confidentiality

Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Consultant's performance hereunder for the same period of time. Consultant shall not disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

#### 12. Breach of Confidentiality

Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time the LCWA disclosed it; or (b) Is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

#### 13. Assignment and Subcontracting

a. This Agreement shall not be assigned without the prior written consent of LCWA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

LCWA XXXXXX

b. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of the LCWA, except that Consultant may with the prior approval of the LCWA Executive Officer, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the LCWA Executive Officer or designee, or substitute an approved sub-consultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

14. Conflict of Interest

a. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of the LCWA and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, sub-consultants and contractors.

b. No LCWA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

15. Gratuities

a. It is improper for any LCWA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect LCWA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a LCWA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

b. Consultant shall immediately report any attempt by a LCWA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

16. Additional Costs and Redesign

Any costs incurred by the LCWA due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the LCWA to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and the LCWA shall not pay any additional compensation to Consultant for its re- performance.

17. Law

This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

18. Entire Agreement

This Agreement, including all Exhibits and Attachments constitute the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement, and may be modified only by further written Agreement between the parties hereto.

19. Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of the LCWA under this Agreement, LCWA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses for which LCWA would be liable if Consultant were an employee.

Consultant agrees to indemnify, defend, and hold harmless LCWA, RMC, and the Cities of Long Beach and Seal Beach, agents, and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

20. Liability and Insurance

a. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California

LCWA **XXXXXX**

7

Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance: (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$2,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors' liability, and products and completed operations liability. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (b) Workers' Compensation insurance as required by the State of California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim. (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$1,000,000 combined single limit per accident.

b. Consultant has selected Indemnification and Insurance Provisions as outlined in Exhibit D.

c. This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

21. Ambiguity

In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

22. Costs

If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

23. Nondiscrimination

a. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant specifically recognizes and agrees that if LCWA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which LCWA may determine to cancel, terminate, or suspend the contract. While LCWA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by LCWA that Consultant has violated the anti-discrimination provisions of the contract.

c. At its option, and in lieu of canceling, terminating, or suspending the contract, LCWA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. LCWA and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

24. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless LCWA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which LCWA may be found jointly or solely liable.

25. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

26. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employee's for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless LCWA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or LCWA in connection with any alleged violation of

federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

27. LCWA's Quality Assurance Plan

LCWA, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultants' compliance with all contract terms and performance standards. Consultant deficiencies which LCWA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the LCWA Board. The report will include improvement/corrective action measures taken by LCWA and Consultant. If improvement does not occur consistent with the corrective action measures, LCWA may terminate this Agreement or impose other penalties as specified in this Agreement.

28. Reduction of Solid Waste

Consistent with the LCWA's policy to reduce the amount of solid waste deposited in landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

29. Copyright and Patent Rights

a. Consultant shall place the following copyright protection on all Data: © LCWA, inserting the appropriate year.

b. The LCWA reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the LCWA.

c. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold the LCWA, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

30. Covenant Against Contingent Fees

Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, the LCWA shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

31. Waiver

The acceptance of any services or the payment of any money by the LCWA shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

32. Tax Reporting

As required by federal and state law, the LCWA is obligated to and will report the payment of compensation to Consultant on Form 1099- Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to the LCWA. Consultant acknowledges and agrees the LCWA has no obligation to pay Consultant until Consultant provides one of these numbers.

33. Advertising

Consultant shall not use the name of the LCWA, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the LCWA Executive Officer or designee.

34. Audit

The LCWA shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

35. Covenant Against Contingent Fees

This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

36. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the LCWA's policy to conduct business only with responsible Consultants.

b. The Consultant is hereby notified that if the LCWA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the LCWA may, in addition to other remedies provided in the contract, debar the Consultant from bidding on LCWA

contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the LCWA.

c. The LCWA may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the LCWA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the LCWA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the LCWA or any other public entity. or 5) failure to disclose any acts or omissions listed above to the LCWA.

d. These terms shall also apply to subconsultants of the LCWA Consultant.

37. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Consultant shall have no claim against LCWA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify LCWA and shall immediately repay all such funds to LCWA. Payment by LCWA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of LCWA's right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

38. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

LCWA  
Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
(626) 815-1019

CONSULTANT

NAME  
ADDRESS  
CONTACT INFO

LCWA XXXXXX

LCWA

By \_\_\_\_\_  
Mark Stanley  
Executive Officer

Consultant

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBITS AND ATTACHMENTS**

Exhibit A: Scope of Work

Exhibit B: LCWA's Representative

Exhibit C: Materials to be provided by the LCWA to the Consultant

Exhibit D: Consultant's Insurance

Attachment A: Consultant's Fee Schedule

Attachment B: Timeline, Tasklist and Deliverables



LOS CERRITOS WETLANDS AUTHORITY

Proposal for

# **SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT**

**65% Design and Environmental Compliance**

Produced for the Los Cerritos Wetlands Authority | October 19, 2020



Section 1

# COVER LETTER



## 1. Cover Letter

October 19, 2020

Sally Gee, LCWA Project Manager  
Los Cerritos Wetlands Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)

**Subject: Request for Proposal (RFP), Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance**

Dear Ms. Gee:

Moffatt & Nichol (M&N) is pleased to submit the attached proposal to the Los Cerritos Wetlands Authority (LCWA) to present our multi-disciplinary team of professional engineers, scientists, biologists, and planners to conduct studies, support environmental compliance efforts, and lead public stakeholder services for the development of the 65% design of the Southern Los Cerritos Wetlands Restoration Project. M&N has hand-picked the best set of individuals to work on this project so that all challenges can be successfully met to accomplish the objectives of the LCWA.

We have the right experts in place to solve issues before they occur. Our exclusive teaming partners, Anchor QEA, LLC (Anchor QEA), Coastal Restoration Consultants (CRC), and New West Land Company, are assembled to bring our respective shared experience at Southern Los Cerritos to the design phase of this project. Our firms will share in supporting the engineering design, California Environmental Quality Act (CEQA) support, permitting, and technical studies. We have also added two other key teaming partners, each with unique skills and relationships, to move the engineering design and permitting process forward through 65% design.

- Cogstone will provide cultural resources services with its deep bench of local staff and established relationships with the Tongva Tribe.
- Altman Environmental Consultants, LLC (AEC) will continue providing CEQA and community outreach services for consistency with ongoing CEQA activities as the environmental documents are finalized in coordination with the design progression and permit applications.

LCWA will benefit from an experienced Project Manager, Chris Webb, leading a familiar design team that has already proven to be a well-coordinated team. Chris led this team through the Concept Restoration Plan (CRP) effort and continues to work collaboratively with each teaming partner separately and together to build a rewarding and collaborative working environment for the team and the LCWA. This local team enjoys working together and is excited to support moving the restoration design effort forward.

Chris is supported by David Cannon; together, they have authored several restoration concept plans for multiple sites on the complex. Dr. Weixia Jin is the Engineer of Record and has worked throughout the complex for the last 20 years leading modeling, design, and environmental investigations. These core team members are backed by M&N's Principal-in-Charge and Vice President (authorized representative of M&N), Shelly Anghera, to ensure resources are in place to provide support to the entire team.

This proposal will demonstrate that the M&N Team is unmatched in experience and resources to complete this Project on time and on budget. For example:

- We are a known entity to the LCWA from our prior successful experience completing the CRP for this site in 2015, adding to a long history of working on the LCWA Phase II project area (formerly known as the Southern Hellman Ranch site).
- Our team members provide extensive institutional knowledge of the LCWA Phase II project area extending across three decades and two different owners. From scientific evaluations to conceptual designs to leading public meetings, our team members will bring an unmatched set of experiences to efficiently complete the design and support the ongoing permitting efforts. Our team's resources include site-specific models, electronic databases, and current relationships with agencies and stakeholders, including the oil operators and Tongva Tribe.
- Our team members are local and can efficiently support field efforts and public meetings. The LCWA will realize cost savings for less travel to meetings, which can provide for more work within the budget or lower costs. We can be onsite, in person within minutes if needed and can provide rapid response for meetings on short notice. Our local presence also provides us with an understanding of the local communities' concerns and involvement.
- The Project will benefit from our team's current and past involvement in over 13 restoration-related projects within the greater Los Cerritos Wetlands complex. We bring a unique understanding of how the pieces will fit together to create an improved human experience and elevated ecological value when the wetlands are ultimately restored.
- Our team is practiced in all phases of the restoration process (from feasibility through operation and maintenance) and brings lessons learned and award-winning design experience from our vast Southern California experience. Our team members have successfully completed over 27 wetland restoration projects in the last 20 years, more than any other team.
- Several of our local restoration projects have occurred in active oil fields (Los Cerritos, Bolsa Chica, Huntington Beach Wetlands, and Anaheim Bay) and required phasing of the restoration around oil operations. The M&N team will contribute this valuable past experience enabling the LCWA to more effectively work with the existing oil operators onsite to develop realistic and cost-effective project phasing.

We appreciate the opportunity to continue to work on this project and, with our proven experienced team, we will lead you to success. If you have any questions or require clarification, please contact us by email at [cwebb@moffattnichol.com](mailto:cwebb@moffattnichol.com) and [sanghera@moffattnichol.com](mailto:sanghera@moffattnichol.com) or telephone (562) 590.6500.

Yours sincerely,

**MOFFATT & NICHOL**



Chris Webb  
Coastal Scientist / Project Manager



Shelly Anghera, PhD  
Vice President / Principal-in-Charge

cc: Dena Williams, Administrative Assistant, [dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov)  
Eric Zahn, Principal, Tidal Influence, [eric@tidalinfluence.com](mailto:eric@tidalinfluence.com)

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Section 3

# CORPORATE DOCUMENTATION AND STATEMENT OF QUALIFICATIONS AND EXPERIENCE



### 3. Corporate Documentation and Statement of Qualifications and Experience

#### Organizational Stability and Strength

Headquartered in Long Beach, California, M&N is an internationally recognized leader in the planning and design of wetland restoration and civil infrastructure. This area of expertise is complemented by an in-house design team of coastal, environmental, structural, electrical, mechanical, and transportation engineers in addition to renowned scientists specializing in coastal and environmental restoration.

Operating out of 42 offices throughout North America, Europe, Latin America, and the Pacific Rim, M&N's practice has expanded to support the larger demands of the engineering industry globally. The firm provides clients worldwide with customized service and a level of excellence that have become M&N's hallmark in several primary practice areas – coastal, environmental, and restoration services; ports and harbors; urban waterfronts and marinas; transportation; inspection and rehabilitation; and energy.

We are accustomed to working on challenging, multi-disciplinary assignments that require coordination with owners, regulatory agencies, and stakeholders. We take pride in our ability to work effectively with diverse political, business, and community interests to resolve public concerns and bring a project to successful completion.

#### Project Team Supervisor

Mr. Chris Webb is the designated Project Manager on the Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance (Project). He is our team's *experienced senior-level individual to serve as supervisor of our staff and for all deliverables*. As indicated in his resume, Mr. Webb actively leads restoration design teams throughout the region. He has led 25 restoration design teams as the Project Manager. Fourteen (14) of those projects have been successfully constructed, most recently the San Elijo Lagoon Restoration Project that involves many similar issues and can provide lessons learned. This record illustrates Chris' strong leadership in designing feasible projects that are constructible within the funding limits. Chris and his supporting team understand the common issues faced by most projects and has demonstrated the ability to successfully identify and address unique issues.

**Moffatt & Nichol Founded:** 1945

**Organization:** Corporation - Privately Owned

**Incorporated:** California - 1957

**Employees:** 850 Employees

**Offices:** 42 offices in 7 countries. M&N has 6 California offices servicing California accounts: Southern California offices include: Long Beach (110), Costa Mesa (80), Ontario (10), and San Diego (40). M&N has 35 employees residing in the City of Long Beach.



**Point of Contact:** Chris Webb | (562) 810- 3664

555 Anton Blvd., Ste. 400 Costa Mesa, CA 92626

**Financial Stability:** M&N is financially stable and does not have any bankruptcy, pending litigation, planned office closures, or impending mergers or acquisitions that may impede the firm's ability to perform all services required for this contract.

**The Team:** M&N is joined by Anchor QEA, Coastal Restoration Consultants, New West Land, Cogstone, and Altman Environmental Consulting.

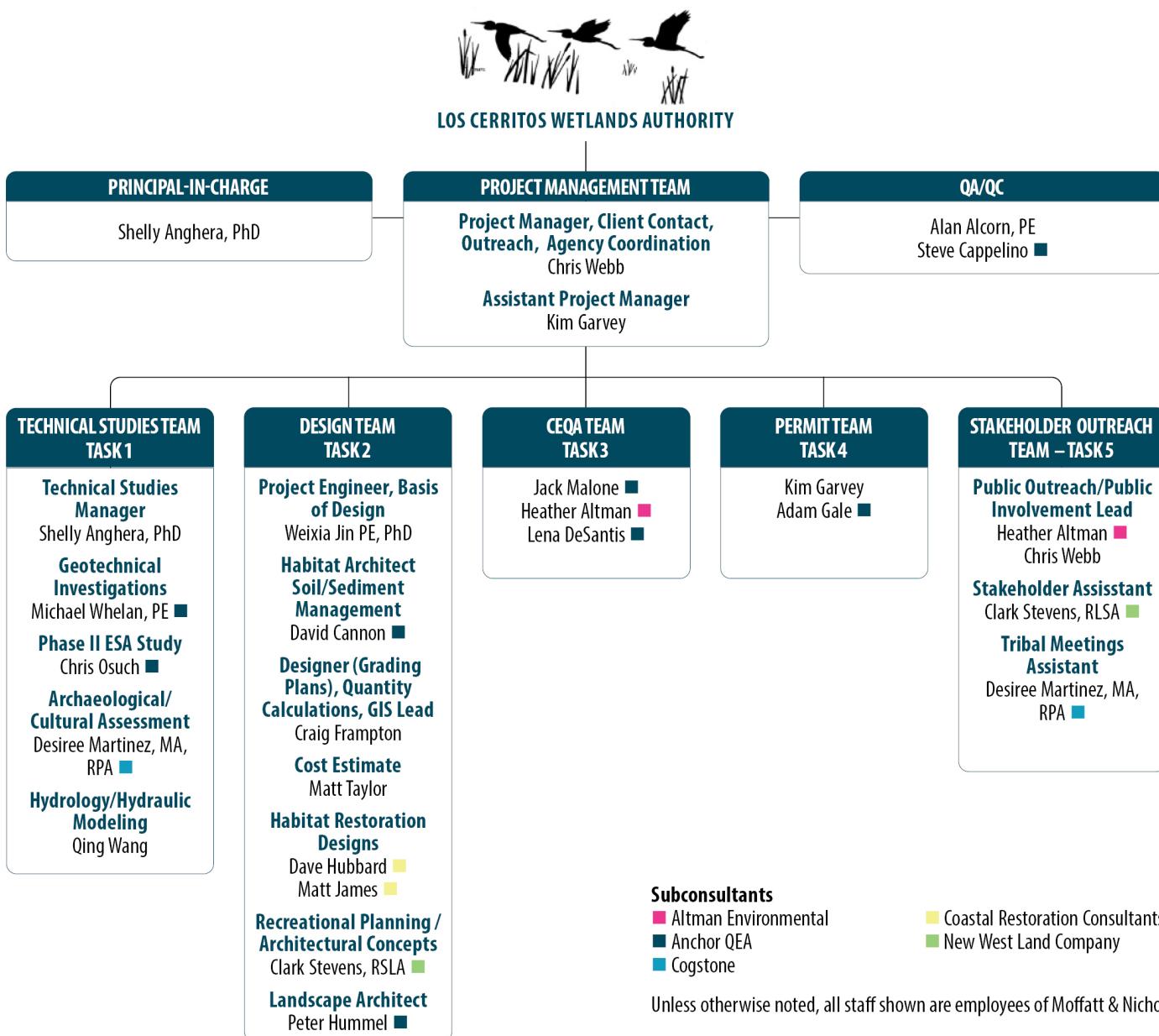


*Chris Webb – Leading tour of San Elijo Lagoon Restoration Project*

Chris has led multiple teams to successfully complete projects and will be responsible for the delivery of services in accordance with the established Work Plan & Scope of Services for the LCWA. Chris led this team through the Los Cerritos Wetlands CRP effort and continues to work collaboratively with each teaming partner separately and together to build a rewarding and collaborative working environment for the team and the LCWA. This local team enjoys working together and is excited to move the restoration design effort forward.

## Project Team Organization

With our understanding of the project and the site, we have assembled a team that is uniquely qualified to accomplish the vision of LCWA; a vision this team helped form five years ago through the CRP. This team of familiar and experienced engineers and scientists has supported restoration-related services in the region, most having worked together for the LCWA. Our partners have also shared in designing other restoration projects throughout Southern California including Huntington Beach Wetlands, Colorado Lagoon, and Bolsa Chica, serving in the same respective roles as proposed for this Project. The Team is comprised of the following firms/personnel and their respective roles, as presented in the organization chart below.



## Team Qualifications

M&N has taken great care to choose key individuals and firms that will successfully accomplish this Project. Our exclusive teaming partners that participated in the CRP - Anchor QEA, CRC, and New West Land Company- are re-assembled to bring our respective shared experience to the design phase of this Project. Our firms will share in supporting the engineering design, CEQA support, permitting, and technical studies support. We have added two key teaming partners, each with unique skills and relationships, to move the engineering design and environmental review process forward through 65% design: 1) Cogstone, who will provide cultural services with its deep bench of local staff and established relationships with the Tongva Tribe; and 2) AEC, who will continue providing CEQA and community outreach services for consistency as the environmental documents are finalized in coordination with the design progression and permit applications. All of our teaming partners are local (many living within ten miles of the site) and are knowledgeable of the local environmental conditions, the politics, and the community feelings about the Project. We are invested in this Project at professional and personal levels and will provide unparalleled dedication to this effort.

### Moffatt & Nichol - Prime



For 75 years, M&N has provided our clients with professional services for restoration projects ranging from conceptual planning, feasibility studies, and preliminary engineering through final design and construction support. As one of the original California engineering firms that specializes in wetlands, we have worked directly for the LCWA, California State Coastal Conservancy (SCC), and the Cities of Long Beach and Seal Beach, as well as many municipalities, counties, non-profits, and other public agencies and private groups throughout California. We take pride in developing solutions that are innovative, practical, cost-effective, and constructible, while satisfying the functional and aesthetic needs and goals of the project.

In the last 20 years, M&N has led the design and supported construction on numerous wetland restoration projects throughout Southern California, including the largest and most complex lagoon restoration projects such as Batiquitos Lagoon, Bolsa Chica, and San Elijo Lagoon. Part of our success in implementing projects comes from our life cycle understanding of the project. We fully understand the front end of projects (planning, permitting, and engineering design), as well as the back end (construction management, environmental compliance, data management, and project recording and closeout). Being involved from the onset of a project, this perspective allows us to implement changes in our designs and adapt to issues that arise as the project progresses from planning and design to construction. The breadth of M&N's experiences in implementing all phases of restoration design is illustrated in the chart on Page 3-9. While each wetland has its own character and conditions, all salt-marsh restoration projects require similar studies and design features. M&N brings an unmatched skillset required for this restoration design, such as the examples listed below from among a longer list:

- Modeling to confirm saltwater inundates the system at frequencies required for habitat establishment.
- Strong and mutually respected relationships with all resource and permit agencies that render decisions.
- Tidal flushing and circulation analyses to determine water quality conditions based on outside inputs.
- Sediment characterization and beneficial re-use plans to benefit the marshes and the coastline.
- Designs that recognize the existence of adverse construction conditions requiring access, staging, and work requirements by special equipment (floating and/or on tracks) to build the project.
- Protection of special status and endangered species habitat in designs and protecting sensitive habitat and birds during construction by relating detailed protective requirements in the specifications.
- Ability to develop designs that carefully balance public access and habitat protection.
- Stakeholder sensitivities, community stewardship of the project, and the ability to listen and honor needs.
- Lessons-learned from challenging construction projects that enable us to include information in the plans and specifications to prevent the contractor from capitalizing on ambiguities to obtain change orders.
- Construction cost estimating that typically lies within the mid-point of contractor bids, thus providing the client with accurate budgets for planning and implementation.
- The capability to assist and apply for additional funding to implement projects and supplement client budgets.

## Anchor QEA, LLC



Anchor QEA, LLC (a Limited Liability Partnership), provides a full range of science and engineering services to the public and private sectors, including planning and strategy development, scientific investigation, engineering design, and construction management. The firm employs more than 350 motivated

people in offices across the US who enjoy working closely with clients toward common goals on water resources, surface and groundwater quality, coastal development, habitat restoration, and contaminated sediment management projects. Anchor QEA has experience with coastal wetlands restoration projects ranging from habitat restoration planning and design, coastal and civil engineering, coastal and hydraulic modeling, water quality, tidal inlet stability, maintenance dredging design, permitting, mitigation planning and bank development, final engineering design (plans, specifications, and estimates – PS&E), and construction cost estimating. In Southern California, Anchor QEA staff have worked on at least 15 large-scale coastal restoration projects between Santa Barbara and the Mexican border, many of them are featured in the chart on Page 3-9.

Anchor QEA staff have conducted restoration planning and design work at the site for 25 years (between 1989 and 2014). This included soil characterization of the Hellman Ranch area, conducted from 2003 to 2005, as well as assistance with the CRP between 2011 and 2014. In addition, Anchor QEA has a long-term track record of successful projects for two of the four LCWA member agencies (California SCC and City of Long Beach). Finally, key Anchor QEA staff have worked collaboratively with M&N, New West Land Company, and Coastal Restoration Consultants in the past, developing solid working relationships in the process.

## Coastal Restoration Consultants, Inc.



Coastal Restoration Consultants, Inc. (CRC) of Santa Barbara was formed by David Hubbard and Matt James to plan, manage, and implement large-scale habitat restoration projects, and to develop long-term management strategies for natural reserves. Their projects emphasize the importance of defining clear restoration goals and using a research-based adaptive approach to attain those

goals. Their approach integrates restoration of natural processes with principles of landscape ecology to design self-sustaining projects. They believe that the best projects not only restore ecosystem functions and values, but also engage and educate the local community and address the long-term management needs of landowners. They worked on the CRP as our habitat analysts and planners. They are currently supporting the Programmatic Environmental Impact Report (PEIR) effort and are authoring the Los Cerritos Wetland Habitat Restoration Plan.

M&N and CRC are presently working together on other projects such as the Carpinteria Living Shoreline in Santa Barbara County.

## New West Land Company



New West Land Company is a conservation consulting firm that works with private owners, communities, land trusts, and conservation developers to plan for the cultural, ecological, and economic sustainability of the lands that they steward. They promote the idea that inhabitation should exist in accord with habitat. New

West Land Company is a full-service organization that provides services from consultation regarding property and investments to land-use planning, architecture, and development strategies. Their collaborative, expanded design process seeks to quantify the spaces, forms, and cultural uses of the “place” that has been created by the community’s interaction with their landscape. In this way transformation can be designed to be site-specific, balanced in natural and cultural composition, and scaled to what is best about each community. New West Land Company supports the process of community and cultural development and decision-making through constructive interaction.

M&N and New West Land Company are working together on the CRP, and restoration of Malibu Lagoon, Topanga Lagoon, Huntington Beach Wetlands, and the South Talbert Park Master Plan.

## Cogstone



Cogstone is a woman-owned, small business, California corporation specializing in archaeological, paleontological, and historical resources investigations. Established in 2001, Cogstone has a proven track record of mobilizing on short notice and the ability to quickly assess/mitigate impacts to unanticipated cultural and paleontological resources discoveries. Cogstone understands the environmental compliance requirements associated with water and wetlands improvement projects through similar work for flood control and sanitation districts, municipalities, and public works departments. For over 19 years, Cogstone has provided quality environmental services to assist clients in meeting project compliance requirements for federal, state, and local regulations, including CEQA, National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Native Americans Graves Protection and Repatriation Act (NAGPRA), SB 18, and AB 52. Key personnel meet qualifications of the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. They have expertise in preparing technical studies used for the preparation for CEQA and NEPA environmental reviews and assessments. Cogstone also has extensive experience preparing and implementing mitigation plans and writing mitigation compliance reports. Cogstone maintains strong relationships with local museums, universities, state information centers, and California tribes. Cogstone is uniquely qualified for this Project as Cogstone's Task Manager is a Gabrielino (Tongva) community member and has extensive knowledge of the cultural sensitivity of the Project area and vicinity.

## Altman Environmental Consulting, LLC (AEC)



Founded in 2014, Altman Environmental Consulting, LLC (AEC) is a sole proprietorship based in Long Beach, California. Over the course of her 20-year career, AEC principal Heather Altman has provided environmental consulting

services for a variety of complex, multi-disciplinary projects proposed on public and private lands throughout the western US. Ms. Altman's primary responsibilities have been the management and/or preparation of environmental assessment documents as required under CEQA and/or NEPA, also supervising baseline environmental data collection and survey programs associated with these projects. Ms. Altman also has extensive experience processing entitlement applications at local, state, and federal levels, and has also designed public outreach programs intended to engage and inform the broader community, working to ensure community buy in. Her work in Long Beach has focused primarily on outreach, entitlement acquisition, and project planning for projects on the southeast side of Long Beach (including within the Los Cerritos Wetlands) and north Long Beach. She will lead the Stakeholder Outreach portion and support CEQA processes for this Project.

## Why the M&amp;N Team

This proposal demonstrates M&N as a trusted partner to assist the LCWA in engineering design and environmental support services.

- M&N is a local firm founded in Long Beach and has 75 years' experience working with state and local agencies and non-profit organizations.
- M&N has actively supported six projects and our teaming partners, another 7, in the Los Cerritos Wetland complex and is uniquely situated to provide the larger perspective owing to our work preparing the CRP.
- M&N is committed to the LCWA to deliver high-quality and cost-effective design services at a fair and competitive offering in a timely manner.
- Of the numerous wetland projects that we have designed, 65% of them have been successfully constructed. Our designs are able to be permitted, built, and function as proven by this track record.
- The Team is technically qualified, experienced, and is prepared to meet the proposed service areas.
  - The design team presented in this proposal has previous and ongoing work experience with the LCWA. Our team members have established relationships with the LCWA and stakeholders as well as an in-depth understanding of policies, procedures, standards, and LCWA's preferences.
  - Our archaeologist/cultural resource specialist has successful project experience with the Tongva Tribe.
  - The project examples included in this proposal illustrate our experience in performing similar services of similar scope and size as that anticipated for this contract.

## Related Experience and References

M&N began working on the Los Cerritos Wetlands site, specifically the same southern Phase II area, in 1989 to assist the Port of Long Beach with mitigation options. That work extended into the mid-1990s for several developers of the Hellman Property. We were the wetland designers and worked around the constraints onsite such as sumps and the old City of Seal Beach dump site. We continued working at that location and expanded our work to other parcels such as the central and northern areas for other landowners. Our work was always to design marshes that increased habitat areas. The State of California hired us in the early 2000s to re-assess the Hellman site for wetland restoration feasibility with a concern about oil contamination. We worked with Anchor QEA on that effort, and that led to an assignment by a local non-profit named Earth Corps to evaluate the entire wetland complex holistically with no pre-conceived restrictions. It was to be a “no holds barred” type of design based on out-of-the-box thinking. That effort helped us see different opportunities for seawater connections and soil reuse.

The biggest obstacles to restoring the site have historically been:

- How to connect it to seawater sources because the complex is so fragmented.
- How to avoid oil contamination due to historic and active drilling over the entire site.
- How to handle the surplus soil quantities that could be generated from restoration and the need to lower the sites.

M&N was able to overcome these obstacles in a holistic study. That work positioned us well to prepare the CRP for the LCWA in 2011-2015 with staff from Anchor QEA, CRC, and New West Land Company. With free thinking, and a new skill of working with some potentially adversarial stakeholders using Tidal Influence, the basis of work was provided for the PEIR that was recently completed. Recent spin-off work has been to assist Synergy with design of the northern parcel for a mitigation bank, and with the LCWA to analyze the mitigation banking instrument for suitability if they were to take over responsibility of site management.

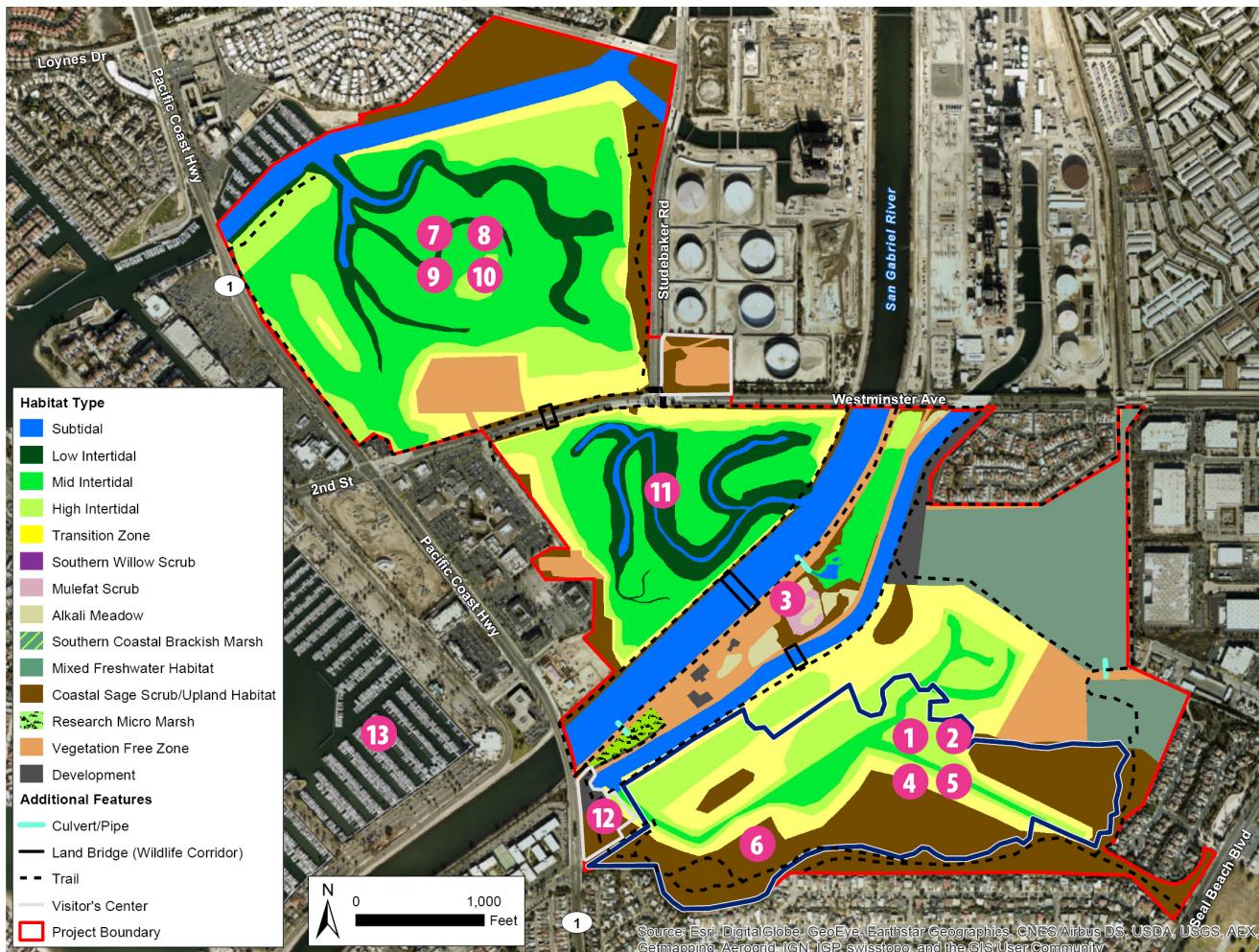
Now it is time to take that successful free-thinking and stakeholder support and convey it in engineering designs and plans for permits and specific environmental review. The objective is to successfully move through the next stage and get to the point of being able to justify funding for the final engineering for construction. The staff proposed for this effort include the former RIVER Team crew of Chris Webb (Project Manager), Kim Garvey (Assistant Project Manager and Permit Lead), David Cannon (Concept Development Lead), Dave Hubbard (Habitat Planner), Matt James (Habitat Analyst), and Clark Stevens (Public Access Concepts and Outreach Facilitation) to continue this work. We are looking forward to working with Heather Altman and Desiree Martinez to round out the team of experienced experts to best serve the LCWA.

## Experience at the Los Cerritos Wetland Site

The Team has broad and deep experience designing and completing wetland restorations in Southern California. M&N has completed 25 of these studies managed by Chris Webb. Our team members also have extensive experience to add to this foundation. Our clear understanding of the issues involved with coastal wetland restoration and our relationships with resource and permit agency staff will strengthen the LCWA and render this Project most feasible and cost-effective. This enables us to apply insights gained from previous efforts to ensure that this Project can ultimately be constructed and function successfully.

The Team is completely up to speed on the project and the site and can conserve funds due to our existing tools available for completing the engineering designs, assessing existing hydrodynamic conditions, and in evaluating hydraulics, water quality, and public access/interpretation for the LCWA, thereby allowing the funds to be directed toward other important tasks (e.g., sediment quality, cultural resources, and public and tribal outreach).





**FIGURE 1. LOS CERRITOS WETLAND PROJECTS EXPERIENCE BY THE MOFFATT & NICHOL TEAM (YEAR, PROJECT, TEAM MEMBERS)**

- 1 2014 – Los Cerritos Wetlands Conceptual Restoration Plan – LCWA (M&N, CRC, AQ [Everest], NWL)
- 2 2007 – Hellman Ranch Wetlands Conceptual Feasibility Study – Calif. Coastal Conservancy (M&N, AQ)
- 3 Active – LCW Restoration Plan Program Environmental Impact Report – LCWA (CRC, AEC)
- 4 2005 – Los Cerritos Wetlands Conceptual Restoration Plan – California Earth Corps (M&N)
- 5 2019 – Hellman Ranch Gas Plant SLR Study – Hellman Properties LLC (M&N)
- 6 Active – Wetland Hydraulics and SLR Impacts Analysis for Upper Los Cerritos Wetlands Restoration and Oil Consolidation Project – Synergy Oil & Gas LLC (M&N)
- 7 Active – LCW BEI Review – LCWA (M&N)
- 8 2019 – SAP for Upper Los Cerritos Wetlands Mitigation Bank – Synergy Oil & Gas LLC (M&N)
- 9 2020 – SLR study for Long Beach Southeast Specific Plan LCP (M&N)
- 10 Active – Alamitos Bay/ SGR hydrodynamic/water quality modeling (M&N)
- 11 2018 – Los Cerritos Wetlands Oil Consolidation and Restoration Project – BOMP (AEC)
- 12 2016 – State Lands Commission Parcel Entitlement Assessment – Los Cerritos Wetlands Land Trust (AEC)
- 13 2003-2005 – Hellman Ranch Soil and Sedimentation Characterization – California State Coastal Conservancy (AQ [Everest])

## Regional Experience

The summary map below and the chart on the following page was developed to underscore the Team's project experience completing scope elements associated with this Project. All referenced projects are located in Southern California. This graphic illustrates 27 in Southern California, 17 of which have been constructed. The chart on the following page provides a list of 33 projects where relevant scope elements are listed across the top and the scope item is marked if this team participated in implementing that effort for each of the listed projects. For each project, the reference is provided with a phone number.



FIGURE 2. SUCCESSFUL SOUTHERN CALIFORNIA WETLAND PROJECTS BY THE MOFFATT & NICHOL TEAM

Constructed

1. Andree Clark Bird Refuge	✓ 11. Golden Shore	✓ 21. San Elijo Lagoon
✓ 2. Carpinteria Marsh (1&2)	✓ 12. Colorado Lagoon (1, 2 & 3)	✓ 22. San Dieguito Lagoon
✓ 3. Ventura River Preserve Plan	✓ 13. Los Cerritos (See Figure 2)	✓ 23. South Bay Salt Pond
✓ 4. Ojai Meadow	✓ 14. Anaheim Bay	✓ 24. ReWild Mission Bay
✓ 5. Hendrick Creek Nature Area	✓ 15. Bolsa Chica	✓ 25. Mission Bay PEIR
✓ 6. Solstice Creek	✓ 16. Huntington Beach	✓ 26. Otay River Estuary
7. Trancas Lagoon	✓ 17. Laguna Lake	✓ 27. Tijuana River Estuary
✓ 8. Malibu Lagoon	✓ 18. Camp Pendleton	
9. Topanga Creek & Lagoon	✓ 19. Buena Vista Lagoon	
10. Cabrillo Marsh	✓ 20. Batiquitos Lagoon -	

Chart of Southern California Wetland Projects Experience by the MN Team with Detailed Scope Elements and References

PROJECTS/CONTRACTS	Constructed Project	Participants, Members by Firm														Reference	Phone	
		Salt Marsh Design	Transitional/Upland Design	Hydrology/Coastal Processes (H&H)	Grading/Slopes	Dredging Design Sediment-Soil Mngt	Flood Control	Geotechnical Investigation	Climate Change/ SLR Resiliency	Civil Engineering	Plans, Specs & Estimates	Trail Planning /Public Access	Environmental Assessments	Archaeologic / Cultural Resource	CEQA Support	Permitting	Agency Negotiations	Public / Stakeholder Engagement
Los Cerritos Wetlands CRP	No	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN, AQ, CRC, NWL, Altman	Various - See Project Summaries in Section 8. See Section 8.
San Elijo Lagoon Restoration Project	Yes	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN	Doug Gibson, Nature Collective
Batiquitos Lagoon Enhancement Plan	Yes	♦		♦	♦	♦	♦	♦	♦	♦	♦					♦	MN	Ralph Appy, POLA (Ret.)
Bolsa Chica Wetlands Restoration Project	Yes	♦	♦	♦	♦			♦	♦	♦	♦	♦	♦	♦	♦	♦	MN	Jim Trout, SLC (Ret.)
Huntington Beach Wetlands Restoration	Yes	♦		♦	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN, NWL	John Villa, HBWC
South Bay Salt Marsh Restoration Project	Yes	♦		♦	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	♦	AQ	Mayda Winter, SWIA
Anaheim Bay Wetlands Restoration	Yes	♦		♦	♦	♦		♦		♦	♦					♦	MN	Tom Johnson, POLB (Ret.)
Carpinteria Basin 1 and South Marsh Restoration	Yes	♦		♦	♦		♦			♦	♦					♦	MN	Wayne Ferren
Colorado Lagoon Phase 1	Yes	♦	♦	♦	♦		♦			♦	♦	♦		♦	♦	♦	MN, AQ	Mouhsen Habib
Colorado Lagoon Phase 2B	Yes	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	AQ, MN	Mouhsen Habib
Solstice Creek	Yes				♦	♦			♦	♦				♦	♦	♦	MN	Steve Williams, RCDSMM
Cabrillo Marsh	No	♦		♦	♦	♦			♦								MN	Sal Zambrano, POLA
Golden Shore	Yes	♦		♦	♦	♦		♦		♦	♦		♦	♦			MN	City of Long Beach (Ret.)
Laguna Lake	Yes		♦		♦		♦		♦	♦	♦		♦	♦	♦	♦	MN	Randy McDaniel, formerly City of Fullerton
Camp Pendleton	Yes		♦		♦		♦		♦	♦	♦		♦		♦	♦	MN	Bryan Deyo, Geofon
San Dieguito Lagoon	Yes	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN	Mark Tarrall, Dokken Engineers
Topanga Creek and Lagoon Restoration Project	No	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN, NWL	Rosi Dagit, RCDSMM
Malibu Lagoon	Yes	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	MN, NWL	Mark Abramson, formerly Heal the Bay
Carpinteria Salt Marsh Nature Park	Yes	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	CRC	Wayne Ferren
Ojai Meadows Preserve storm water & restoration	Yes		♦	♦	♦	♦	♦		♦	♦	♦	♦	♦				CRC	Derek Poultney
Hedrick Ranch Nature Area restoration	Yes								♦	♦					♦	♦	CRC	Sandy Hedrick
Seal Beach National Wildlife Refuge	Yes	♦			♦		♦	♦	♦	♦		♦		♦	♦	♦	MN	Susan Brodeur
Ventura River Preserve Plan	Yes									♦	♦				♦	♦	CRC	Derek Poultney
Mission Bay Program EIR \Project	Not Yet	♦	♦	♦	♦		♦	♦	♦	♦				♦	♦	♦	MN	James Arnhardt, City of SD
ReWild Mission Bay	Not Yet	♦	♦	♦	♦		♦		♦	♦					♦	♦	AQ, NWL	Rebecca Schwartz Lesberg (Audubon)
San Dieguito Lagoon W-19 Restoration Project	Not Yet	♦	♦	♦	♦		♦	♦	♦	♦				♦	♦	♦	MN	Kim Smith, SANDAG
Buena Vista Lagoon Enhancement Project	Not Yet	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦		♦	♦	♦	AQ	Keith Greer, SANDAG
Colorado Lagoon Phase 2A	Not Yet	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	AQ, MN	Mouhsen Habib, City of LB
University of California San Joaquin Marsh	Not Yet		♦	♦	♦	♦	♦		♦	♦				♦			MN, Cogstone	Megan Lulow
Otay River Estuary Restoration	Not Yet	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	AQ	Andy Yuen, USFWS
Tijuana River Estuary Tidal Restoration Project	Not Yet	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	AQ	Mayda Winter, SWIA
Hellman Ranch Soil Characterization	Not Yet	♦	♦					♦				♦					AQ	Chris Kroll, SCC
Andree Clark Bird Refuge	Not Yet	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	AQ	George Johnson

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Section 4

# STANDARD SERVICES



## 4. Standard Services

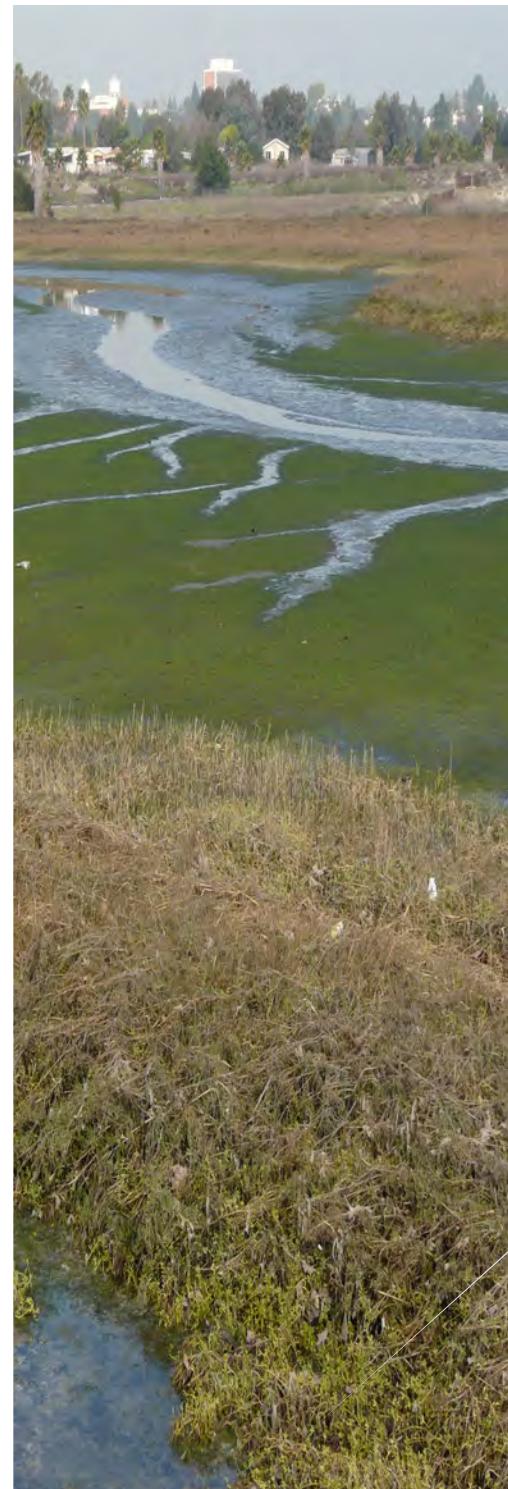
### Task 1: Technical Studies

This discussion presents the effort the Team will undertake to fill data gaps between the CRP effort and the current PEIR CEQA process as well as between the Draft PEIR and Final PEIR. Most of our effort in filling data gaps will be associated with looking for relevant project changes that are expected to occur between the Draft PEIR and Final PEIR. This will be a systematic process wherein the technical studies feed into the preliminary engineering design, which feed into the environmental review and permitting.

Successful completion of the work laid out in the RFP requires the integration of technical studies, engineering design, environmental/regulatory review, and public input as the project progresses, which is one of the greatest advantages the Team can offer. We have a long history of working together to achieve these same goals both on this project and other restoration projects throughout southern California. The efficiencies gained in time, knowledge, and resources from this prior teaming experience will help deliver high quality, restoration consulting services to the LCWA and the relationships built between and among team members will provide these services in a timely, responsive manner. This approach has been successfully applied on the San Elijo Lagoon Restoration Project and other restoration projects within the region. Team continuity and efficiencies result in a direct pathway through the design and approvals process without having to re-direct course due to unforeseen regulatory hurdles. This proven approach also enables the LCWA's budget and schedule to be maintained and the project to be successfully implemented.

While the overall process to implement the project may require several years to complete, mainly due to the duration of permitting, the subtasks required to complete this task are summarized below.

- **Kick-Off Meeting and Site Visit** – Discuss deliverables, schedules, budgets, lines of communication, etc. Team to visit the site to gain consistency in the Team's understanding of current conditions and project goals.
- **Data Collection and Analysis** – Review available data needed to inform design concepts and identify any gaps.



## Subtask 1.1 Geotechnical and Environmental Site Assessment

Geotechnical investigations will include site borings and test pits to help determine design for flood management (berms), the stability of the grading site, and inform a Phase II ESA. Our team will obtain permits for and complete geotechnical investigations, review past ESA data provided by LCWA, and compile existing topographic data provided by LCWA to inform analyses.

### Approach

Because the Hellman Ranch property is known to contain residual contaminants as a result of historical oil extraction operations (work by Anchor Environmental and Everest together in 2003; and additional work by Anchor Environmental in 2004 and 2006), geotechnical and chemistry data will be collected and evaluated to verify functionality of the restoration design and ensure that future site conditions do not represent a potential threat to human health or ecological receptors. Past work by our Team members identified several areas with soil contamination at varying depths and magnitudes. A review of the historical data reports relative to the current restoration concepts for the site show several areas within the updated design that have not yet been investigated. For example, most of the entire south side of the site, where the deeper channels will be excavated, have not been investigated. Similarly, the northeastern side of the site, where the berm will be constructed, has also not yet been investigated to determine structural stability to support the added fill material.

The current work will focus on evaluating those areas of the site with three primary objectives: (1) chemically and geotechnically characterize the overlying “cut” materials to determine suitability for safe and effective reuse on site; (2) evaluate the residual chemical concentrations at the expected new soil/sediment horizon (aka “z” layer) to support a design that meets limits of defined human health and/or ecological risk thresholds in the newly restored environment; and (3) evaluate the existing geotechnical site qualities where berms and other structures (e.g., culverts and bridges) will be constructed to determine material strength for supporting the planned structures.

The Team has evaluated the historical site assessment data and determined that approximately 21 soil/sediment borings will be required to adequately characterize the untested portions of the site. Of these 21 borings, approximately 15 will be collected using a hollow stem auger drill rig. This equipment is capable of extracting both contiguous and intermittent core samples depending on project need. A combination of techniques will be employed depending on the specific test location. For example, areas of the site where berms are planned for construction would be investigated by advancing borings to a depth of 25 feet or more and collecting standard penetration test (SPT) samples at 5-foot intervals along the way to test for soil bearing capacity and other strength related properties. If fine-grained soils are identified during drilling, Shelby tube samples will be collected to test for subgrade consolidation. This information will aid in designing the berm such that it does not settle or collapse over time. In other areas of the site where large cuts are expected, a continuous coring approach to predetermined depths would be employed that matches the expected cut layer so that samples for both chemistry and geotechnical properties could be assessed. This would allow determination of the properties of the overlying material for its quality to be reused in other areas of the site, as well as other important details of the material such as predicted slope stability. Lastly, a sample would be collected at the depth that corresponds to the future exposed elevation post-restoration for chemical testing to determine potential for future risks.

In addition to the targeted boring locations, another six locations have been identified for sampling using hand-operated equipment like soil augers and sediment coring devices that will allow for collecting shallow depth and surficial samples. In total, expected site assessment activities are estimated to require one week in the field. Four days are targeted for borings using a drill rig and an additional day for hand sampling. Analytical and geotechnical costs have been estimated based on the following assumptions:

- Conduct 21 total borings for sample collection.
- Four days for drilling operations and one day for hand-operated equipment.
- Composite sampling for chemical testing in the overlying cut material such that seven composites are analyzed for the following parameters: total solids, grain size, total organic carbon, Title 22 metals, semi-volatile organic

compounds (SVOCs), organochlorine pesticides, PCB Aroclors, total petroleum hydrocarbons (TPH), and volatile organic compounds (VOCs).

- Z-layer testing at 12 locations for the following parameters: total solids, metals, and polycyclic aromatic hydrocarbons (PAHs).
- Geotechnical index testing of 30 samples, including a subset of the following parameters: moisture content, Atterberg Limits, particle size, specific gravity, bulk density, and consolidation.

Prior to conducting the field investigations, a detailed sampling and analysis plan (including a health and safety plan) will be developed to describe the planned activities, sample locations, and testing program. Once the data is received, a field sampling report will be prepared to document the test results, presenting the chemical data in a format that compares the results to regional restoration threshold values used at similar locations and in coordination with the affected resource agencies.

### Deliverables with Estimated Schedule

- Field sampling report with geotechnical and environmental assessment.

### Assumptions

- Risk evaluations to determine site-specific restoration values are available and supported by the resource agencies.

### Additional Recommendations

If necessary, conduct a small-scale and limited Risk Evaluation to determine site-specific restoration values.



## Subtask 1.2 Archaeological, Paleontological, and Cultural Resources Assessment Approach

Based on the cultural resources work and tribal consultation conducted for the PEIR, the project area and immediate vicinity are sensitive for archaeological and tribal cultural resources. The project area has been identified as culturally important and sacred. It is also part of a larger traditional cultural landscape because of its relationship to the villages of Puvungna and Motuucheyngna. Puvungna was, and continues to be, an important ceremonial center (in Tongva *puvu* = big ball of people, *ngna* = place of) for the Tongva (Gabrielino) and Acjachemen (Juaneno). Portions of the National Register for Historic Places (NRHP)-listed Puvugna Indian Villages lay on the campuses of California State University, Long Beach, the Veterans Affairs Long Beach Healthcare System (VALBHS), and Rancho Los Alamitos Historic Ranch and Gardens. Part of the Motuucheyngna village has been identified on a portion of the former Hellman Ranch property, but outside the current project area. The project area is further considered sensitive since human remains were identified within surrounding areas, specifically Landing Hill. Our Team lead for this work is Cogstone, referred to throughout this task.

Resources found in the vicinity date from 6,200 years ago through the historic period. Portions of three prehistoric shell middens (ORA-256, ORA-261, and ORA-1473) lie within and along the southern edge of the project area. The historic Hellman Canal (LCWA-CRE-007-B) lies within the project area. Only one of the resources (ORA-261) has been evaluated and recommended as eligible for listing on the California Register of Historical Resources (CRHR). Based on Cogstone's understanding of the project and the tasks outlined in the RFP, Cogstone will do the following:

**Historic Resources Assessment** - In compliance with MM CUL-2 and MM CUL-3, Cogstone's Secretary of the Interior qualified architectural historian will evaluate Hellman Channel for its eligibility for inclusion on the NRHP/CRHR. She will review the results of the records search conducted for the PEIR, conduct additional archival research (e.g., historic maps and aerials), and contact local historical societies in order to develop a brief historical context of the area as well as obtain as-built information of the canal. The results of the research and evaluation will be recorded on Department of Parks and Recreation (DPR) Series 523 forms. The methods and results of the historic resources assessment will be detailed in the combined Archaeological and Historical Resources Assessment and Evaluation Report (AER). The report will be included within the US Army Corps of Engineers (USACE) permit application submittal.

**Archaeological Resources Assessment** - In compliance with MM-CUL 4, Cogstone will conduct an archaeological resource assessment of the project area, building on the information gathered by the PEIR. Assessment tasks include:

- **Records Search** - an updated records search will be completed from the South Coastal Information Center (SCIC) for the Project area, including a buffer. All site records and survey reports not previously provided by LCWA will be obtained. Other sources that will be reviewed include the NRHP, CRHR, Built Environment Resource Directory (BERD), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).
- **Background Research** - Although the records search will identify previously recorded sites that have been submitted to the SCCIC, there may be sites, traditional cultural use areas, and sacred spaces that have not been previously recorded. As a result, Cogstone will review anthropological and ethnographic literature to identify these unrecorded sites.



Puvugna at Cal State Long Beach

- **Geomorphological and Sensitivity Analysis**
  - Cogstone will review the geology, geotechnical studies, and sediments in order to evaluate the project area for cultural sensitivity.
- **Archaeological and Historical Resources Assessment and Evaluation Report (AER)**
  - Cogstone will draft an AER that will include the project description and area, and summarize the methods used for the assessment, records search results, ethnographic contexts for prehistoric and historic resources, and CRHR evaluation of the Hellman Ranch Canal. The draft report will be provided to the LCWA for review. The plan will also be provided to Tribal representatives for review and feedback. Cogstone will respond to two rounds of comments and produce the final report.
- **Archaeological Resources Monitoring and Mitigation Plan** - In compliance with MM CUL-9, Cogstone will prepare an Archaeological Resources Monitoring and Mitigation Plan (ARMMP) that will identify areas designated as Environmentally Sensitive Areas, outline requirements for archaeological and Native American monitoring and its coordination, and procedures should inadvertent discoveries of human remains and funerary objects occur. The plan will also describe the reporting requirements and final disposition of all human remains and items found. The draft plan will be provided to the LCWA for review. The plan will also be provided to Tribal representatives for review and feedback. Cogstone will respond to one round of comments and produce the final plan.
- **Paleontological Resources Review and Monitoring Recommendations** - In compliance with MM GEO-2, Cogstone's Society of Vertebrate Paleontology Qualified Professional Paleontologist will conduct a review of the Los Cerritos Wetlands Program Paleontological Resources Assessment (ESA 2019), grading plans, and any available geotechnical reports/data to determine the potential for ground disturbance to occur within older alluvium and old shallow marine deposits. Prior to the start of ground disturbance, Cogstone will prepare a draft technical memorandum that will provide the results of the paleontological review and recommendations specifying the locations, depths, duration, and timing of any required monitoring. The technical memorandum shall include maps showing required monitoring locations and depths, and shall stipulate whether screen washing is necessary to recover small specimens. Any required screen washing shall follow SVP Guidelines. The draft paleontological memorandum will be submitted to LCWA for comment. Cogstone will respond to one round of comments and produce the final memorandum.



*Cogstone's President Desiree Martinez consulting with a Tongva tribal representative at Cogstone's Orange Office.*

## Deliverables

- Paleontological memorandum.
- Archaeological and historical resources assessment and evaluation report.
- Updated DPR for the Hellman Channel (LCWA-CRE-007).
- Archaeological resources monitoring and mitigation plan.

## Assumptions

- LCWA will provide the cultural resources technical report and associated records search results (site records, GIS, survey reports) completed for the PEIR.
- A sacred lands file search will not be requested from the Native American Heritage Commission since this was requested in 2019 for the PEIR.

- A site walk for cultural resources will not be conducted since the project area was most recently surveyed for the PEIR in 2019.
- XPI (MM-CUL 5) and Phase II Evaluation (MM CUL-6) and Data Recovery (MM CUL-8) will not be needed as sites ORA-256, ORA-261, and ORA-1473 will be avoided.
- Only the historic Hellman Channel will be evaluated for listing in the CRHR.
- All reports will be submitted electronically. Hard copies will be provided to tribal representatives upon request.
- All reports, plans, and GIS shapefiles will be submitted to the South Central Coastal Information Center within 30 days of their acceptance by LCWA.

### Additional Recommendations

During consultations with tribal representatives for the PEIR, the whole of the Los Cerritos Wetlands was identified as a larger Traditional Cultural Landscape (TCL) because of its connection to Puvungna and Motuucheyngna. The LCWA has agreed that the area is within a TCL in the PEIR, but stated that since the physical remnants of these villages, as described by archaeological research, are outside the project area, no impact will occur. However, based on Tongva settlement patterns, the area surrounding a village, as wide as 3-5 miles from the center of a village, is its use area. These areas are used by the village for ceremonial, gathering, hunting, and fishing activities. The TCL has not been formally evaluated, and impacts to this landscape will occur with the proposed project activities. As a mitigation measure for this impact, Cogstone recommends conducting an evaluation of the TCL following published guidelines, including the National Park Service's (NPS) Preservation Brief 36, "Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes," the National Register Bulletin 38 "Guidelines for Evaluating and Documenting Traditional Cultural Properties," and the NPS-28 "Cultural Resource Management Guideline." This would include conducting deep ethnographic and historical archival research as well as interviews with tribal members to record how the area is currently used by the Native American community. This should be done concurrently with the assessment as the information obtained will be directly relevant to the cultural and ethnographic context.



## Task 2: Prepare 65% Restoration Plans

### Subtask 2.1 Complete Preliminary (30%) Design

Preliminary engineering consists of taking the existing concepts in the Draft PEIR (unless the LCWA provides different concepts) through technical studies to determine the final concept to be addressed in the Basis of Design (BOD) Report and then to the next level of detail and analysis that can be vetted with the public.

This process also generates data necessary for the environmental review and permit process. Concept design data generated during preliminary engineering will be converted into AutoCAD to prepare plans and for use of Civil 3D to generate the three-dimensional surface for quantity calculations and creating cross-sections. Plans, specifications, and estimates (PS&E) documents will be submitted to the LCWA at milestones of 30% and 65%. Each increment will include plans, sections, phasing, specifications, volumes, and cost estimates. The tasks are listed and summarized below.

#### 30% Design Approach

**Conceptual Design Refinement** - The purpose of this subtask would be to refine the conceptual design alternative presented in the Draft PEIR based on data obtained from Task 1 and relevant project changes presented in the Final PEIR. The deliverable from this subtask would be an updated alternative with plans, sections, and major components (e.g., culvert, flood berm, bridges). This will be important because it is likely the grading will change due to soil testing results and the associated soil management plan to be prepared. For example, prior sampling work conducted by Team members noted high levels of soil contamination on the eastern portion of the site, so the Team will closely examine restoration activities in that area. The area located along the northwestern boundary of the site previously served as a municipal landfill, so it has been targeted for upland restoration to reduce costs, which makes sense; however, the Team plans to look at that site more closely to identify future opportunities to restore this site (e.g., mitigation opportunity for salt marsh).

Achieving adequate tidal exchange to support project goals while avoiding adverse impacts to surrounding properties will be important to achieving project success. During concept refinement the Team will explore opportunities to enhance tidal exchange either via the existing culvert off the San Gabriel River or through connection to the Haynes Cooling Channel. For example, the Team will work with the LCWA to better define the timeframe for obtaining implementation funding to determine if it makes sense to focus efforts on designing the project for direct connection to the Haynes Cooling Channel instead of connecting through the existing culvert off the San Gabriel River. This would reduce flooding impacts within the restoration site to tidal inundation only, thereby reducing project costs and it would simplify the permitting process.

As envisioned, this subtask would also include an updated project narrative. Upon completion of this subtask and acceptance by the LCWA, stakeholders, and public, the conceptual design will move into preliminary design with preparation of the 30% Design. The deliverable will be a memo with graphics and matrices describing the proposed project and showing plan views, cross-sections, and areas/quantities of habitat and other features to be carried over into the design.

**Preliminary Design Drawings 30% Design (Assume 40 sheets)** - Plan sheets will be prepared at a scale of 1:40 to show sufficient detail while not requiring an inordinately large number of sheets. At this scale, the entire area may be able to be laid out on 13 sheets. A sample preliminary sheet layout for the engineering plan set is shown in the figure below and specific steps included in the design are described.

**Step 1** – The Team will prepare the 30% plan set and M&N will be the lead preparer and designer, with significant contributions from the other Team members. The sheets will include the following components (for some components there are multiple sheets):

1. Title Sheet
2. Notes, Symbols, Abbreviations
3. Index of Sheets
4. Limits of Work
5. Details
6. Grading Plans
7. Erosion Control
8. Cross-Sections
9. Phasing Plans
10. Soil Borings (preliminary engineering)
11. Demolition Plans
12. Habitat Distributions
13. Soil Management Plans
14. Utility Relocation Plans
15. Flood Management Design Plans
16. Roadway Design Plans
17. Bridge/Water Conveyance Structure Plans



Plans graphically show all changes proposed to the site in a format that can be clearly understood by future potential construction contractors. We are assuming the design will be the one coming out of the Draft PEIR as modified in the Final PEIR with refinements we make during the Conceptual Refinement subtask.

Grading plans serve as the foundation of the construction work, with the three-dimensional geometry of the site controlling the hydrology, planting, access, and other conditions. The grading plans are also the basis for calculating quantities of cut and fill, and consequent construction approaches, equipment use, and costs.

Known constraints and issues to be addressed include cultural/archaeologic resources, a former city landfill along the southern boundary near First Street, and a former sump (Area 18) at the east end of the site near the border with the Hellman retained site. The Team intends to work with the LCWA to best address these features; our approach is listed below.

- The archaeologic features need protection and the design may be modified, as needed, to avoid and preserve them.
- The former city landfill is upland and proposed to not be disturbed; it is already integrated into the plan concepts.
- The former oil sump at Area 18 is presently shown to be disturbed in the proposed concept, which could pose a significant constraint. Remediation and/or removal of the oil sump or relocation into the cores of perimeter levees could add to project costs and complicate approvals. However, there may be an approach to leaving it on-site, working around it to avoid disturbing it, and to sequester it on-site.

**Step 2 - Prepare Outline Specifications (specs)** – At the 30% level, specs are in outline form. Outline specs present all appropriate project components to generate a comprehensive list of items for the next level spec package. Specs will be prepared in CSI format, or another format as preferred by the LCWA. Complete specifications are comprised of contractual boilerplate and contracting information, followed by “technical specs.” Technical specs are the detailed instructions needed for the contractor to successfully construct the project while not causing harm to the environment. The outline specs prepared by the Team will be for the technical items for the technical section of the specs and will not include the upfront legal boilerplate information.

**Step 3 - Prepare Opinion of Probable Construction Costs** – Prepare construction cost estimates in a spreadsheet using Excel by reviewing cost items of similar recent projects (e.g., San Elijo Lagoon Restoration) and applying current industry costs to this project. M&N construction cost estimators come from the construction industry and apply this experience when developing the probable construction costs. The fee spreadsheet will be organized with columns for the different elements of the fee (i.e., project item, units, quantities, unit cost, and subtotal), and rows for each project component (mobilization, earth, planting, culverts/bridges, etc.). M&N works with a template that is applied to all wetland projects and tailored to meet individual project needs.

**Step 4 - LCWA Review and Comments on the 30% PS&E Documents** – Present the 30% package to the LCWA for their review and comment. Provide written responses to comments. Meet, as needed, to discuss comments and revisions for clarification and explanation.

**Basis of Design (BOD) Report** – The BOD Report lays out all the information, constraints, and regulations applied to the site to provide the basis for all designs. The report provides the design criteria for the elements of work at the 30% and 65% design submittals. The content of the BOD Report includes background data, project objectives and concepts, design parameters, design requirements, design features, and design data. The purpose of



the BOD Report is to provide the rationale for design decisions that can be referred to later in time if questions or issues arise.

**Hydrology and Hydraulics Report** – M&N has already developed a hydraulic model for all of the LCW complex and its source water bodies (e.g., San Gabriel River, Cerritos Channel, and Alamitos Bay/Marine Stadium/Colorado Lagoon), including effects of the adjacent power plants. The model is already set-up, calibrated, and verified for existing conditions from our previous work effort for the Los Cerritos Conceptual Restoration Plan (CRP) and the City of Long Beach (SEASP and Alamitos Bay Water Quality). The model includes the Hellman Channel and Haynes Cooling Channel, which connect to the LCWA Phase II area. We will use the model data to characterize existing water levels, flow velocities, and storm flood discharges. The model was technically acceptable to the Technical Advisory Committee and peer reviewers for the CRP and City work during those respective projects.

In addition to the local hydraulic conditions, we understand groundwater conditions based on our experience on this site, Colorado Lagoon, the Anaheim Bay, Bolsa Chica, and Huntington Beach Wetlands that can be applied to this site. For each of these projects, groundwater dewatering occurred during excavation for construction. For the Southern Los Cerritos Wetlands site, the groundwater elevation is likely to be high (and tied to tidal conditions and rain), therefore, it will be a cost consideration for design.

**Modeling Approach** – The Team will evaluate existing site hydrology and hydraulics of the wetland, including assessment of tidal exchange, storm runoff, dry season low flows, released/treated water, and groundwater. We will characterize hydraulic flow patterns into, out of, and within the wetlands. The Team will characterize the LCW area using the existing RMA2 numerical model. We previously added the Hellman and Haynes Channels to the RMA model. The resultant model will be sufficiently detailed to support the engineering and it will be used as part of Task 2 to assess the design for restoring various tidal regimes to the wetlands, such as full or muted tidal ranges in portions of the wetlands.

We typically determine the tidal inundation frequency at a site using the model and apply that to determine the appropriate elevations for formation of salt marsh habitat. Knowing the inundation frequencies required for various salt marsh habitat species from the literature and previous projects, we determine the elevations required to achieve the tidal inundation needs of the habitat. We then work iteratively with the biologists to design a site with diverse salt marsh habitat and transitional and upland habitat.

The Team will use RMA2 to test hydraulics of the project and quantify its performance with regards to tidal range, tidal prism, tidal flushing frequency, water quality (if needed), and combined flooding of stormflows and high tide. Results will enable clarification of wetland design parameters and inform the grading and planting plans.

Future conditions of sea level rise (SLR) will be analyzed by identifying a future SLR scenario from the Coastal Storm Modeling System (CoSMoS) agreed upon by the LCWA (e.g., 3 and 7 feet), and modeling tides, storms, etc. All tidal elevations, ranges, prisms, flow velocities, inundation frequencies, and flushing frequencies will be quantified for the proposed project.

The RMA Model Series is a set of models of hydrodynamics, sediment transport, and water quality. The suite of models is supported by the USACE, and has



been extensively used in river, estuary, wetlands, and coastal applications. The RMA model can be applied effectively in this case since it models hydrodynamics using a finite element grid, is suitable for irregular topography/bathymetry and shorelines of wetlands, and it averages conditions throughout the water column representative of the unstratified (well-mixed) conditions of shallow tidal wetlands. This same modeling approach was used for the LCW CRP, and the Bolsa Chica and San Elijo Lagoon projects with successful results. The results were reasonable, accepted by Technical Advisors and the agencies (including the USACE), and served as the basis for the EIR/EIS and permits, along with the final engineering design of the latter two projects. Another advantage of the RMA model series is that water quality and sediment transport can also be readily modeled at a later date using hydrodynamic results and relevant input data.

If needed, the HEC-RAS two-dimensional model may be applied to the design condition of connecting the Phase II area to the San Gabriel River with the existing culvert. HEC-RAS has proven to be more reliable than other models for culverts and yields results comparable to RMA-2. We possess both models, plus many more; therefore, we will apply the best model for the particular situation with approval by the LCWA and TAC. Our proposed approach is to primarily rely on use of the RMA-2 model for tides and stormflows, as mentioned previously, and to supplement the model with HEC-RAS for the culvert if needed.

The proposed two-dimensional model capabilities are summarized below.

- Models circulation, water movement and tidal exchange, and areas of stagnation.
- Models stormflows (streams, flood control channels, and storm drains).
- Models are accepted by the Federal Emergency Management Agency (FEMA) for National Flood Insurance Program usage.
- Provides the flow field driving the coupled water quality and sediment transport models.
- Can be used to quantify tidal flushing frequency and indirectly indicate potential water quality.
- It was used to model the LCW CRP alternatives and Alamitos Bay for a previous project and is available and ready for use.

We looked at the modeling analysis presented in the Draft PEIR and noted several areas that we want to explore in more detail. For example, the Draft PEIR modeling used a method to "back out" the apparent blockage percentage of the existing flap gate by conducting model runs with various portions of the gate blocked until the model results matched the measured results. This method included the inherent assumption that the rest of the 500+ foot long culvert was completely clean. This has implication to the design because if this assumption is incorrect and the project is built under this assumption, the targeted/designed tide range will not be achieved even with complete removal of the flap gate. The Team will examine this issue through additional modeling and field work to inform proper design of the site hydraulics.

## Deliverables

- Conceptual Design Refinement Memorandum.
- 30% Design Plans, Outline Specifications, and Opinion of Probable Construction Cost Estimate.
- Draft BOD Report.
- Draft Hydrology and Hydraulics Report.

## Assumptions

- Sufficient bathymetric data exist for the Hellman Channel for modeling and design.
- The alternative to be designed is in the Draft PEIR as the proposed South Area Near- and Long-Term Restoration in a phased approach, or a concept that may come out of subsequent work by the LCWA, or our work with the Conceptual Design Refinement in this task.

## Additional Recommendations

The following recommendations are offered for the LCWA's consideration:

- Possible installation of tide gages in the Hellman Channel to update existing data of water surface elevations (this may inform the project of SLR effects already occurring).
- Possibly prop-open the tide gate at the San Gabriel River and record tides in the existing Phase II area wetland to understand if fully opening the culvert is sufficient to expand the existing constrained tide range.
- Coordinate with the Haynes Generating Station on future use of the Haynes Cooling Channel as a water source for the Phase II area in the mid- and long-term.
- Consider a Self-Regulating Tide (SRT) gate on the culvert to the San Gabriel River to close during high stormflows on the river and prevent possible flooding from occurring over the Phase II area and adjacent areas. This would reduce or eliminate the need to provide flood protection along the boundary of the site.

## Subtask 2.2 65% Design Drawings and Specifications

Preparation of the 65% design involves carrying the project to a greater level of detail than the 30% work. The plan set may consist of more sheets than included in the 30% design; that number will be determined during the work.

### Approach

The steps to develop the 65% design include the following, and related tasks are listed below. Based on the information content and proposed scale of the plans, the number of sheets may reach up to 75 for the 65% design based on our current understanding of the probable content.

**Step 1** - Prepare 65% Plans – Develop the plans into greater detail from the 30% submittal and incorporate LCWA comments into the set. Add items to the set that were generalized or not yet included in 30% design. The 65% plans are typically the set that is available during the permit process to address questions that the agencies may pose.

**Step 2** - Prepare 65% Specs – Progress the technical specs outline into a greater level of detail on each item listed in the 65% submittal. Add any new items identified during the LCWA review of the prior deliverable. Anticipated permit agency draft conditions may also be available to include in the 65% draft specifications.

**Step 3** - Prepare Opinion of Probable Construction Costs – Progress the cost estimate from 30% to 65% commensurate with the design and any new or further-developed information.

**Step 4** - LCWA Review and Comments on the 65% PS&E Documents – Present the 65% package to the LCWA for their review and comment. Provide written responses to LCWA comments and incorporate the edits into a final version of the 65% PS&E.



The content of the 65% plan set is shown below.

1. Title Sheet
2. Notes, Symbols, Abbreviations
3. Index of Sheets
4. Limits of Work
5. Details
6. Grading Plans
7. Plant Schedule and Planting
8. Irrigation Plans
9. Trails and Associated Public Access Facilities  
Irrigation Plans
10. Erosion Control
11. Cross-Sections
12. Phasing Plans
13. Soil Borings
14. Demolition Plans
15. Habitat Distributions
16. Soil Management Plans
17. Utility Relocation Plans
18. Flood Management Design Plans
19. Roadway Design Plans
20. Bridge/Water Conveyance Structure Plans

## Deliverables

- 65% Design BOD Report
- 65% Design Hydrology and Hydraulics Report
- 65% Design Plans and Specifications
- 65% Design Construction Cost Estimates

## Assumptions

- The alternative to be designed is in the Draft PEIR as the proposed South Area Near- and Long-Term Restoration in a phased approach, or a concept that may come out of subsequent work by the LCWA, or our work with the Conceptual Design Refinement in this task.
- The tidal connection in the near-term is the culvert to the San Gabriel River
- The culvert is cleaned out from debris and sediment to improve its hydraulic function.
- The flap gate on the culvert is replaced with a self-regulating tide gate that closes to prevent high water from stormflows in the San Gabriel River from entering the Phase II site.
- The Haynes Cooling Channel is available in the mid- and long-term for tidal connection to the Phase II site.
- Both tidal connections can be used in the future to provide flexibility in site operation and management.
- Site vegetation survey data and special status species survey data are sufficient for design, environmental review, and permitting.
- The LCWA-provided jurisdictional wetland delineations are sufficient for design, environmental review, and permitting.

## Additional Recommendations

Conduct Conditional Surveys – Develop and execute an approach to acquire information to further support the engineering design. Expected surveys include:

- Bathymetric Survey – Prepare detailed survey base map of channels and inverts under two small bridges. This task can be deferred to a later stage of design, such as 90% engineering.
- Confirm Vegetation Survey – Site visit to confirm map of existing site vegetation if any gaps are identified in the information during any portion of the work process.
- Confirm Special Species Surveys – Site visit to confirm map of existence of bird species on-site if there becomes a question about the information during any portion of the work process.
- Supplement the LCWA-provided Jurisdictional Wetland Delineation if it becomes clear that additional data are needed during the project.

## Task 3: Complete CEQA

As a programmatic document, the PEIR identified and analyzed the master plan for restoration of the Los Cerritos Wetlands while providing guiding principles to inform project-specific design. Accordingly, the project-specific design will include details of project elements not directly analyzed in the PEIR, which require consideration under CEQA.

### Approach

CEQA is a planning tool that, when used appropriately, is integrated with project design and permitting to ensure compliance with environmental requirements. Our approach is based on a full team approach, where the CEQA practitioners are part of initial conversations on conceptual design all the way through project construction and long-term monitoring. The CEQA team is integrated and the design, technical studies, permitting, and outreach team members will work closely together. Throughout the project design and CEQA processes, the Team will communicate regularly with the LCWA to ensure that the CEQA process is integrated with the overall project design and that the CEQA strategy is clearly understood.

We prepare CEQA documents that are flexible enough to accommodate project changes that may occur during the design process while still being clear, succinct, and robust. Because the Draft PEIR includes several adaptive management provisions to provide for a range of project plans consistent with the overall PEIR objectives, it is assumed that an EIR Addendum would be the appropriate CEQA document for the project. The Team's approach to the CEQA analysis consists of the following steps:

- Our approach begins with developing a detailed project description in coordination with the design team and LCWA. Development of the project description is critical for confirming the appropriate type of project-specific CEQA document, i.e., project actions will be clear.
- Based on the project description, we will prepare an evaluation of the project using the Appendix G Environmental Checklist to determine if any project elements would result in a new environmental impact or substantially more significant environmental impacts than those identified in the Final PEIR.
- Findings from the checklist will be compared to the PEIR to ensure that the project design does not result in substantially new significance findings, as well as to identify applicable mitigation from the PEIR. Results will be documented in a CEQA EIR Addendum.
- The CEQA EIR would not require a Mitigation Monitoring and Reporting Program (MMRP), so according to our assumptions this task will not be necessary. However, the RFP specifically includes it due to the uncertainty of the final CEQA document needed for this project.

### RELEVANT CEQA EXPERIENCE

AQ and AEC CEQA Leads, Jack Malone and Heather Altman, have completed numerous CEQA analyses, including several programmatic and subsequent documents, and almost all include development in ecologically sensitive areas.

AQ and AEC have also coordinated numerous community outreach initiatives to educate and gain consensus on a wide array of development and planning issues. We are well-versed in all aspects of community engagement from formal public scoping as part of CEQA, to more informal charrettes and community outreach designed to build partnerships between the community and lead agency.

Example projects include:  
City of Newport Beach CAD:  
Anchor QEA is currently developing a Draft EIR to support a confined aquatic disposal (CAD) facility in the Newport Beach Harbor. The proposed project includes extensive public coordination and outreach to address multiple views on environmental concerns and controls.

Redwoods Rising: Redwoods Rising is a multi-stakeholder initiative focused on restoring forest and aquatic systems. The CEQA documents are designed to be living documents to address ongoing restoration through adaptive management provisions developed in close partnership with regulatory agencies.

Therefore, we included the document in our scope and fee for completeness, but that item may be able to drop out of the scope and fee if it is determined to be unnecessary. If necessary, then we will work with the design team and the LCWA to develop a project-specific MMRP that identifies all measures required as part of approval of the EIR Addendum, as well as the specific parties responsible for implementation of the measures and their timing.

The CEQA analysis will be critical to support the permit process; therefore, the Team will confirm that the permit applications are consistent with the CEQA documents, including the MMRP. Coordination among the CEQA, design, and permitting tasks will maintain project design consistency with environmental and regulatory requirements and that the permit applications are developed as efficiently as possible.

Prior to initiating the environmental review, we will prepare a succinct memorandum documenting the CEQA approach and primary assumptions so that the LCWA and design team share a common understanding of the approach.

### Subtask 3.1 Project Description

The Project Description will be developed using data and information obtained from Task 1 (e.g., geotechnical, Phase II ESA, Soils Management Plan, etc.) and the design developed in Task 2. Our CEQA team has unique experience working with engineers, restoration ecologists, and technical experts on restoration projects that progress from the conceptual planning stage through construction and long-term monitoring and management. Because our CEQA practitioners work so closely with the design team on restoration projects, they have a strong understanding of the restoration design and the technical approach to restoration. This understanding will allow us to identify the full range of potential impacts of the project early in the design process, and to collaborate with the LCWA and the rest of the design team to identify designs that minimize or avoid impacts and are consistent with the PEIR's adaptive management provisions. For example, the Team will develop a comprehensive soil management plan that will address any areas of sediment contamination as identified in the PEIR. Similarly, we will work with the design team to develop a project description that avoids and minimizes adverse impacts to sensitive resources while achieving the project's restoration goals.

Parallel to development of the project description, the Team will coordinate with the LCWA to identify all stakeholders and support development of a public outreach strategy. While public noticing or review is not required as part of an EIR Addendum, given the level of public interest in the project, stakeholder outreach outside of formal CEQA scoping can facilitate project approval and permitting. We are increasingly using graphic tools such as videos and visual simulations to supplement public outreach documentation, especially to communicate future conditions related to visual resources, natural resource planning, and climate change. We have in-house drone capabilities and landscape architects who create renderings and video simulations to convey information and tell the story of a proposed project.

### Subtask 3.2 CEQA Environmental Checklist

The project description will clearly present the construction approach and schedule, including likely construction equipment and phasing of work, which will be key in determining if there are any project modifications compared to the PEIR's analysis that will need to be analyzed as part of the environmental checklist.

We will prepare the environmental checklist using Appendix G of the CEQA Guidelines and assume the same significance thresholds as identified in the PEIR. The environmental checklist would also identify whether additional special studies are necessary, such as a project-specific construction air emissions assessment, as well as identify applicable mitigation measures from the Final PEIR. The checklist will also be used to develop project-specific information that could be used in permitting documents to address potential environmental concerns, for example, specific design-related impacts to Waters of the US to support the US Army Corps of Engineers Clean Water Act Section 404 permit application.

This detailed assessment and all technical studies would become part of the administrative record to fully support the development of an EIR Addendum or serve as the basis for developing a different project-specific CEQA document if that is determined appropriate by the Team.

### Subtask 3.3 Mitigation Monitoring and Reporting Program

Because a key staff person (Heather Altman) was deeply involved with preparation of the PEIR's MMRP, her involvement will ensure that the MMRP development process is efficient and consistent with the provisions of the PEIR. Our CEQA team will ensure that the MMRP is clearly written and easily understood. For compliance with adaptive management provisions, the MMRP will provide a step by step sequence of compliance consistent with the project design. It will identify responsible parties, implementation strategies, monitoring provisions, and timing in enough clarity that the MMRP could become an attachment to a construction contract without requiring separate documentation. Our team is experienced in working with engineers to develop mitigation measures that eliminate or reduce environmental impacts while preserving flexibility in construction means and methods, allowing for competitive bids and construction cost savings.

### Subtask 3.4 EIR Addendum

Based on the findings of the checklist, the CEQA team will prepare the Addendum. The Addendum will incorporate the Final PEIR by reference, allowing the documentation to focus on any areas where the proposed project may deviate from the PEIR and provide a brief explanation, supported by substantial evidence, of the decision not to prepare a subsequent ISMND or EIR. The Addendum will include the checklist and any special studies as attachments.



### RELEVANT PERMIT EXPERIENCE

M&N and AQ Permitting Leads, Kim and Adam, have obtained permits on over 75 coastal/wetlands projects.

These completed projects provide an experience base for addressing permitting challenges similar to those anticipated for this project, including:

- Addressing contaminated sediments on oil operations sites (Bolsa Chica Wetlands and Huntington Beach Wetlands projects)
- Construction within existing sensitive habitat areas (San Elijo Lagoon and Huntington Beach Wetlands projects)
- Highly engaged local stakeholders (Colorado Lagoon, San Elijo Lagoon, and Alamitos Bay Marina projects)

## Deliverables

- Project Description
- CEQA Appendix G Environmental Checklist
- Completion of a project-specific Mitigation Monitoring and Reporting Program (if necessary, depending on the final CEQA document required)
- Supplemental CEQA documentation in final form, assumed to be an EIR Addendum

## Assumptions

- The PEIR anticipates that several project-level studies, specifically a paleontological, archaeological, and cultural resources review, a special status wildlife species survey, and an air quality assessment will be performed to ensure project-specific information matches the programmatic CEQA assessment.
  - This scope assumes that the LCWA will provide biological resources data for the project area, including special status species and habitats and a jurisdictional delineation. We have assumed that biological resources and special status wildlife data provided by the LCWA will be sufficient for the EIR Addendum and the permitting task.
  - Information gleaned from Task 1.2 and tribal meetings in Task 5 regarding the paleontological, archaeological, and cultural resources requirements will be used to support the CEQA analysis.
  - If it is determined that additional technical studies, data collection, or modeling are required to support the CEQA analysis, the scope of work and budget will need to be re-evaluated.
- This scope of work assumes that an EIR Addendum is the appropriate CEQA documentation for the project. If it is determined that a different form of CEQA documentation is appropriate, the scope of work and budget will need to be re-evaluated.
- The Team will prepare two versions (administrative draft and final) of all documents and submit them to the LCWA electronically.
- The LCWA will be responsible for all CEQA filings.

## Additional Recommendations

As noted above, the PEIR indicates that several project-level studies, including an air quality assessment, may be necessary to ensure project-specific information matches the programmatic CEQA assessment. If indicated through development of the project description and environmental checklist, the Team can perform a quantitative air emissions assessment for the project. The team can also perform focused biological resources surveys and habitat mapping if required to address data gaps or support project design and permitting.



## Task 4: Prepare Permit Applications

This section provides a description of the permitting task effort.

### Approach

Working in coastal wetlands requires special expertise and understanding of unique regulatory requirements. The Team can provide the following to efficiently navigate the permitting process and best set up the project for success:

- Extensive experience on obtaining permits on similar types of projects;
- Established working relationships with federal, state, and local regulatory agencies;
- Carefully crafted permit applications/project descriptions that maximize design and construction flexibility;
- Understanding of inter-relationships between the various permits and with CEQA; thereby providing the ability to manage the critical path;
- Permitting staff with understanding of engineering/technical aspects of project; and
- Close, in-house coupling of permitting and engineering staff to be able to quickly and efficiently respond to agency requests.

Prior to submittal of permit applications, Team staff will contact each of the regulatory agencies to introduce the project, discuss the likely permitting process and timelines, identify special studies/data required, and obtain an understanding of any potential permitting issues or obstacles. For key agencies, such as the California Coastal Commission, a pre-application meeting is suggested.

The submittal of applications will be timed to coincide with completion of the preliminary (30%) design. A project description will be developed that can be used for all permit applications. Team staff will work closely with LCWA staff to prepare the application packages. Completion of CEQA is required for issuance of regulatory permits, but permit application processing can proceed in parallel with the project-level CEQA task. Mitigation and monitoring measures identified in the CEQA process will be important to the permitting process. Team staff will strive to minimize overly restrictive permit conditions and additional mitigation requirements.

The RFP scope is limited to preparation of permit applications; however, the Team has experience in the complete permitting process including: responding to agency requests for information, regular coordination with agency staff throughout the permits processing, reviewing draft permits, presenting at and supporting hearings, and negotiating permit conditions. The timing of future LCWA funding should be such that there is no gap of service for permit processing, i.e. upon permit application submittal, it should be assumed that agency coordination will need to remain constant until issuance of the final permits.



### Subtask 4.1 USACE Permit

As shown in Appendix C of the PEIR, the project area has probable/potential wetland and non-wetland Waters of the US (WOUS). Accordingly, a USACE Section 404 permit will be required. The USACE permit application form and required attachments will be submitted in the application package. Nationwide Permit (NWP) 27 for Aquatic Habitat Restoration is an available NWP, but it is assumed the project will not fall within the constraints of this NWP and, thus, a Standard Individual Permit will be required. If any of the material to be excavated is potentially planned for disposal at an EPA-approved ocean dredged material disposal site (ODMDS) and/or beneficial use such as wetland, beach, or nearshore fill, the USACE permit process will occur in conjunction with the Southern-California Dredged Material Management Team (SC-DMMT) process (Subtask 1.1) for sediment disposal/reuse. The conclusions/approvals from the SC-DMMT process will be documented in the USACE 404 permit. Final issuance of the Section 404 permit will also be dependent upon completion of the ESA Section 7 consultation, Section 107 consultation, Water Board Section 401 certification, and CCC CDP. USACE will likely also consult with US EPA and NOAA National Marine Fisheries Service. A USACE Section 408 permit would be required for alteration of a federal Civil Works project, for example the San Gabriel River levees. Although the proposed design would likely include use and possible modification of an existing culvert (through the levee) to connect the wetland to the river as the seawater source, it is assumed that a Section 408 permit could be avoided because any use or modification would be minor and not affect the structural integrity of the levee. This will be confirmed with USACE staff.

### Subtask 4.2 Endangered Species Act Section 7 Consultation

The Section 7 consultation with USFWS will be initiated as part of the USACE permit application. The biological resources data required for the USFWS consultation will be provided as part of the USACE permit application package. As per the RFP, it is assumed that LCWA will provide this biological resources data.

### Subtask 4.3 National Historic Preservation Act Section 106 Consultation

The Section 106 consultation with the State Historic Preservation Office (SHPO) will be completed as part of the USACE permit application. The historical resources data required for the SHPO consultation will be provided as part of the USACE permit application package. In support of this effort, a cultural resources memorandum will be prepared that synthesizes existing and available information, and would rely extensively on the information, conclusions, and mitigation measures determined through development and consultation of the Programmatic EIR, development of the project-specific Addendum to the PEIR, and the Archaeological and Historical Resources Assessment and Evaluation Report (AER) prepared under Task 1.2. No other new technical reports, monitoring, or evaluations will be performed to support the Section 106 process.

### Subtask 4.4 CDFW Section 1602 Streambed Alteration Notification

A 1602 Streambed Alteration Notification will be required for work within the defined bank of the San Gabriel River and Haynes Cooling Channel. As per the RFP, it is assumed that LCWA will provide the jurisdictional determination that indicates the extent of work within the defined bed and bank; however, the delineation may require updates to assess areas not accessible during the jurisdictional surveys.

### Subtask 4.5 CCC Coastal Development Permit

The project area is within the California Coastal Zone and, as shown in Appendix C of the PEIR, the area has probable/potential CCC jurisdictional wetland/waters of the State. Accordingly, a CCC Coastal Development Permit (CDP) will be required. The City of Seal Beach does not have a certified LCP and, therefore, any work within the Coastal Zone of Seal Beach will be processed by the CCC. This would be confirmed as part of the pre-application meetings with the local jurisdictions and CCC.

The CDP permit application form and required items will be submitted in the application package. The Team will need to work closely with LCWA staff to collect the required items such as property records and “local approval”

form. Biological resources data will also be submitted as part of this application process. The public access plan will be another important item of the submittal and CCC review process.

### Subtask 4.6 Water Board Section 401 Water Quality Certification

A Clean Water Act Section 401 Water Quality Certification will be required in conjunction with the USACE Section 404 permit. The Section 401 certification will be issued by the Santa Ana Regional Water Quality Control Board. The 401 certification application form and required attachments will be submitted in the application package. An application fee, based on fill volume, will also be required and is assumed to be paid by the LCWA.

### Subtask 4.7 State Lands Commission Application

A lease agreement with the California State Lands Commission (CSLC) will be required for work extending into the upland parcel under their ownership. An application will be prepared and submitted through their online submittal program. Typically, a reimbursement agreement is set up with the CSLC and would be confirmed as part of a pre-application meeting.

### Subtask 4.8 South Coast Air Quality Management District Application

A permit to construct and operate will be required from the South Coast Air Quality Management District (AQMD). An initial meeting with the AQMD will be scheduled to introduce the project and determine the level of detail required in the application. It may be more probable that the ultimate construction contractor will have to secure this permit; if so, that would be included as a requirement in the 65% construction specifications.

### Subtask 4.9 Caltrans Permits

Any work extending into state highways will require an encroachment permit with the California Department of Transportation (Caltrans). The level of detail included in the encroachment permit application will be commensurate with the design and coordinated through a pre-application meeting with Caltrans. Similar to the Air District permit, it may be more probable that the ultimate construction contractor will have to secure this permit and would be included as a requirement in the 65% construction specifications.

### Subtask 4.10 Orange County Permit

The proposed project would extend into infrastructure operated and managed by the Orange County Public Works Department. An encroachment permit application would likely be required from the department and verified as part of the pre-application permitting process. The contractor may also be required to secure this permit as part of their process. Contractors may be best to secure certain permits due to their knowledge of their construction approach and details needed for the permitting agencies to render construction-level decisions.

### Subtask 4.11 Los Angeles County Public Works Permits

This is a new permit that is not included in the RFP, but would be needed for any work within the Los Angeles County side of the jurisdictional line (such as at the culvert mouth). Similar to the previous permit, the proposed project would extend into infrastructure operated and managed by the Los Angeles County Public Works and Flood Management District. An encroachment permit application would likely be required from the department and verified as part of the pre-application permitting process. The contractor may also be required to secure this permit as part of their process.

### Subtask 4.12 City of Seal Beach Permits

Site plan review, grading permits, building permits, and encroachment permits would likely be required from the City of Seal Beach. As previously stated, while development of 30% design may be sufficient to initiate the process, final design would be needed to secure the necessary approvals. The ultimate construction contractor will have to secure the final city grading permit and building permit.

## Deliverables

- Permit application packages
- Notes from pre-application meetings

## Assumptions

- Permit application fees to be paid directly by LCWA (i.e., permit application fees not included in M&N fee);
- Biological resources data, including formal jurisdictional delineations, to be provided by LCWA;
- Project to be self-mitigating so no compensatory mitigation will be required by agencies;
- USACE Section 408 permit will not be required due to our approach; and
- This task includes only the preparation of permit applications; responses to agencies following submittal of applications to be provided by others or as a follow-on contract (i.e., not included in M&N fee).

## Additional Recommendations

As previously discussed, the RFP scope is limited to preparation and submittal of permit applications and does not include work to obtain the permits. Any gap in follow-on funding for this project could lead to a gap in permit processing and potentially the agencies withdrawing applications because of lack of applicant response. Although not included in the fee herein, the Team recommends including the permit follow-on services as an optional, unfunded task to the consulting contract such that this work can continue seamlessly once implementation funding is secured and the project is ready to move forward into final design and construction.



## Task 5: Stakeholder Outreach

### Approach

The Team understands the extensive public outreach process conducted by the LCWA and its consultants, beginning with production of the Conceptual Restoration Plan (CRP), and carrying over into preparation of the Program Environmental Impact Report (PEIR). Our team members (Tidal Influence and New West Land) led meetings during the CRP phase.

Though there has always been high interest in the Los Cerritos Wetlands, stakeholder engagement has grown substantially over the last 4+ years. Numerous individuals, organizations, Native American tribes, landowners, and lease holders have participated in the various planning efforts or project-specific processes that have transpired recently in the vicinity of the Southern Los Cerritos Wetlands. Notably, not all stakeholders share the same vision of wetlands restoration – some are more open to active restoration efforts whereas others prefer a more passive approach with a minimization of surface manipulation.

Additionally, Native American concerns are much more at the forefront than ever before, as is an exceedingly strong anti-oil sentiment coupled with climate change concerns.

Given that there is an educated, engaged public, and numerous stakeholder groups active in the Los Cerritos Wetlands area, the Team recommends continuing the rigorous outreach approach for the Southern Los Cerritos Wetlands Restoration Project. Following review of prior outreach efforts, the Team would prepare a public outreach plan.

### Subtask 5.1 Public Outreach Meetings

The Team (led by Ms. Heather Altman) would facilitate three public outreach meetings, all assumed to be in person and held in the project vicinity (likely the Senior Center at the Mary Wilson Library in Seal Beach, or similar). For each meeting, the Team would produce a press release advertising the meeting; secure a meeting location; determine a schedule of deliverables and meeting logistics; produce a meeting agenda, handout material, and presentation; and conduct the meeting(s). Depending on the meeting topic, subject matter experts will be on hand to answer questions and further the discussion. Following each meeting, the Team would provide a meeting summary and follow up on any “unanswered” items presented during the meeting. All produced material (agenda, handout material, presentation, meeting summary, etc.) would be available for download or viewing from the LCWA website. Attendees to these meetings will include Heather Altman, Chris Webb, David Cannon, Clark Stevens, and Matt James.

### Subtask 5.2 Technical Advisory Committee, TAC

The Technical Advisory Committee are the resource, regulatory, and funding agencies. Three in-person TAC meetings are planned to continue the process of meeting with the TAC and the LCWA to discuss the project. The Team would work to determine a meeting location, secure refreshments, and be present at the meetings to take notes and, ultimately, produce a meeting summary. We successfully did this same work for the LCW CRP, as well as for other projects, so the agencies know and trust us, which will help us deliver cost-effective meetings and timely follow up to agency requests on behalf of the LCWA. Attendees to these meetings will include Chris Webb, David Cannon, Kim Garvey, Adam Gale, and Matt James.



*Example of indoor public meeting*

## Approach

Our approach for the TAC meetings is to report progress using a PowerPoint presentation and solicit their input, then take suggested requests or direction away from the meeting for work to be done before the next meeting. We will prepare minutes with actions items from each meeting and disseminate that information back to the TAC within two weeks of the meeting. The minutes will include the presentation file attached as a pdf file. If meetings were spread evenly throughout the 24-month period of the project, they would occur every eight months. Progress may need to occur at a pace that requires the meetings to occur more frequently, and we are open to moving meeting dates around on the schedule to best serve the project. Our schedule, in a subsequent section, shows the rough initial timing of all meetings.

## Subtask 5.3 Tribal Committee Meeting

Our team's cultural consultant (Cogstone President, Desiree Martinez) will participate in and support a minimum of five Tribal Committee Meetings to be led by LCWA to solicit input on restoration designs. Because of the inter-tribal politics between the Gabrielino (Tongva) Tribes, the Gabrieleño-Kizh Nation will be met with separately from the other tribes. Attendees to these meetings will include Desiree Martinez and Clark Stevens.

## Deliverables

- Stakeholder Outreach Plan
- Meeting materials and notes for community meetings (3)
- Meeting materials and notes for TAC meetings (3)
- Meetings materials and notes for the Tribal Committee Meetings (5)
- All to be completed by 12/31/2022

## Assumptions

- Should in-person meetings be infeasible due to COVID-19 concerns, public and TAC meetings will be held electronically (Zoom or similar); all electronic meetings would be recorded, with a link to said recording available on the LCWA website subsequent to the meeting (public meetings) or disseminated to all meeting attendees (TAC meetings). Alternatively, field trips or onsite, outdoor meetings could be considered.
- Three of the Tribal Committee Meetings will be inter-tribal. Two of the meetings will be solely with the Gabrieleño Band Of Mission Indians – Kizh Nation. Due to inter-tribal politics, the Tongva and Acjachemen Nations will not participate in any meetings where a representative of the Gabrieleño Band Of Mission Indians – Kizh Nation is present.

## Additional Recommendations

Balancing stakeholder perspectives is, and will continue to be, a challenge. Certain stakeholder groups are more receptive to outreach efforts and more willing to engage in discussion, whereas others remain skeptical and less inclined to dialog. The latter does not, however, negate the need to regularly reach out to all parties. In order to garner community support for the restoration project and to effectively respond to community concerns, the Team recommends establishing a “not to exceed” budget and, as hours are worked, the budget is drawn down. Given the unpredictability and variability as to which groups or individuals may need specific attention and the length of time needed for each meeting (and follow up), this approach would allow for maximum flexibility. This would also allow for continued dialog between the Team and the LCWA and would enable the Team to assist the LCWA with meeting preparation for those meetings attended exclusively by the LCWA. Our suggestion is to budget for two Focused Stakeholder Outreach meetings as part of this task.



*Example of outdoor education/field trip opportunity*

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Section 5

# WORK PLAN



## 5. Work Plan

This section of the proposal provides a Work Plan for all services outlined in the Scope of Services (Section 4) for the entire project. The Work Plan indicates activities in support of the services requested, including quality control reviews and participation of subconsultants. As requested in the RFP we have included the level of effort and the number of hours and associated costs required for each task, by each team member.

### Our Commitment

The M&N Team is ready, available, and committed to the LCWA and the successful completion of this Project. Considering our future workload projections and our breadth and depth of staff resources, this Project fits in well and our staff resources are available to proceed at the pace required by the LCWA. Dr. Shelly Anghera, as Principal-in-Charge and Vice President, will commit the required M&N resources to this Project to complete the scope of services in accordance with our project schedule. We are experienced at resourcing projects that extend over several years from our prior wetland designs, and effectively utilize our staff and resources to progress steadily toward deadlines and milestones.

### Schedule

The schedule for completion of the five RFP tasks is summarized on the following page. The schedule assumes a kick-off meeting with the LCWA in approximately mid-December 2020. The project then proceeds through the various tasks for an approximate two-year duration. This is our initial schedule, and it can be modified as needed to best meet the needs of the LCWA. We are flexible and can add coordination/progress meetings with the various stakeholders as appropriate. We show meetings to occur at strategic points throughout the process, such as with the Technical Advisory Committee (TAC) during the 30% design to glean their input and prepare for the public, and then with the public a short time later to present progress. Tribal meetings are spaced evenly throughout (every five months) and land on strategically beneficial dates to the LCWA for optimum information content. Also, our staff live and work nearby and can be available on short-notice or as needed to meet and discuss the project.

### Budget

The proposed Project will cost approximately \$749,000 to complete, assuming the likely level of effort to complete the site investigations, designs, environmental review, and permit applications. The most significant assumptions are that the Project does not expect permits to be secured yet, but rather to have applications ready to submit, and that the LCWA will pay the permit agency filing fees. Changing these assumptions may change the budget and schedule. Our fee is negotiable and is based on the proposed scope. Changes in the fee can be made with commensurate changes to the proposed scope of work.

Section 8

# STATEMENT OF QUALIFICATIONS



## 8. Statement of Qualifications

### Project Experience

The following selection of recent and relevant project examples illustrates the Team's significant experience in the service areas in this proposal. Twenty-four projects or program summaries are further described on the following pages. This builds upon project experience presented in Section 3 which includes maps and a summary table of projects that demonstrate experience completing wetland restoration-related engineering design, CEQA, and permitting services. Each detailed project description provides a comparable engagement and identifies the key staff named in this proposal as well as the date work was conducted and reference contact information. (Click on any of the relevant projects in this table to navigate directly to the detailed project description).

Los Cerritos Hellman Ranch Site Complex .....	8-2
Upper Los Cerritos Wetland Restoration and Oil Consolidation Project.....	8-4
San Elijo Lagoon Restoration Project.....	8-5
Bolsa Chica Wetlands Restoration.....	8-6
Huntington Beach Wetlands Restoration.....	8-7
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December 3, 2020 – Item 13

RESOLUTION 2020-11

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
AUTHORIZING THE EXECUTIVE OFFICER, OR DESIGNEE, TO NEGOTIATE  
AND AWARD A CONTRACT TO MOFFAT & NICHOL FOR THE  
SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT – 65% DESIGN AND  
ENVIRONMENTAL COMPLIANCE FOR A NOT TO EXCEED AMOUNT OF \$740,000

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, this action will authorize the Executive Officer, or designee, to negotiate and award a contract to Moffat & Nichol for the Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

*Therefore be it resolved*, that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated December 3, 2020.
4. AUTHORIZES the Executive Officer, or designee, to negotiate and award a contract to Moffat & Nichol for the Southern Los Cerritos Wetlands Restoration Project – 65% Design and Environmental Compliance for a total not to exceed amount of \$740,000. This contract will be reflected in the FY 20/21 Budget.

*~ End of Resolution ~*

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY  
On December 3, 2020.

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Sam Schuchat,  
LCWA Board Chair

ATTEST:

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Christina Bull Arndt  
Deputy Attorney General