

ATTACHMENT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH MOFFATT & NICHOL FOR ON-CALL MARINE / COASTAL ENGINEERING SERVICES

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 15th day of April, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MOFFATT & NICHOL, a California corporation ("Consultant"), whose address is 4225 E. Conant Street Suite 101, Long Beach, CA 90808, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide on-call marine / coastal engineering services ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.
- E. Additionally, the parties intend that concurrently with the Effective Date of this Agreement, the prior on-call agreement between the parties, dated April 12, 2022 and as amended December 19, 2024, shall be terminated.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on April 14, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Consultant shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Consultant shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written

authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Kim Garvey to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from

Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Vice President
Moffatt & Nichol
4225 E. Conant Street Suite 101
Long Beach, CA 90808

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City 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. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City,

county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

29. TERMINATION OF PRIOR AGREEMENT

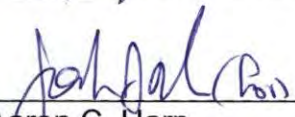
Upon the Effective Date of this Agreement, the prior on-call agreement between the parties, dated April 12, 2022 and as amended December 19, 2024, is hereby terminated.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 3/14/25

By: 
Aaron C. Harp
City Attorney

3/14/25
AF

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: MOFFATT & NICHOL, a
California corporation

Date: _____

By: _____
Omar Jaradat
Vice President

Date: _____

By: _____
David Huchel
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

SCOPE OF SERVICES

Overview of Services Requested:

The following is a list of the services that are part of this Agreement for on-call marine / coastal engineering services. Consultant will be responsible for deploying and storing any vessels or equipment related to services.

ON-CALL MARINE / COASTAL ENGINEERING SERVICES

On-Call Professional Marine / Coastal Engineering Services shall be provided on an as-needed basis. The services requested include, but are not limited to, the following:

1. Assist in the design and permitting of docks, piers, floats, wharfs, gangways for public facilities, with attention to Americans with Disabilities Act (ADA) and other regulatory requirements.
2. Assist in the design and permitting of dredging projects within docks, marinas, small confined channels or larger main channels, using either the City's RGP-54 dredging permit or the traditional Individual Permit process (California Coastal Commission, Corps of Engineers, Water Board).
3. Collect sediment samples and generate grain size analysis reports.
4. Assist in the detailed management of the City's existing, five-year Regional General Permit (RGP-54) as well as negotiating any intermediate improvements to the program, as needed.
5. Provide various bathymetry surveys within docks, marinas, small confined channels or larger main channels.
6. Prepare dredged material Sampling and Analysis Plans (SAPs) and Sampling and Analysis Reports (SAR) in support of permitting activities with regulatory agencies including the Dredged Material Management Team (DMMT) and individual regulatory and resources agencies, as needed.

SCOPE OF SERVICES

7. Conduct field collection of marine sediments and marine test organisms as required for chemical and biological testing during a typical permitting project (usually dredging).
8. Conduct chemical, biological and toxicity testing/analyses of bulk sediments and marine test organisms to support chemical and biological testing during a typical permitting project (usually dredging).
9. Conduct Caulerpa and eelgrass surveys, or assist in managing these studies, including the harbor-wide biennial eelgrass survey as part of the "Eelgrass Protection and Mitigation Plan for Shallow Waters in Lower Newport Bay: An Ecosystem Based Management Approach."
10. Assist in the design and permitting of bulkheads and their structural components for public facilities or property owned by the City.
11. Project management with various harbor related tasks to assist the Public Works Department. Projects may include dock/bulkhead construction projects, permitting programs, organizing public outreach campaigns, or other projects as assigned by Public Works.
12. Depending upon the characteristics of a project and its potential for significant environmental effects, a CEQA review may be needed. For the scope of this proposal, the consultant may need to prepare an Initial Study.
13. Further CEQA analysis (negative declaration, mitigated negative declaration or an environmental impact report) will likely, but not necessarily always, be pursued through a separate, project-specific Request for Proposal. Please briefly list your experience and qualifications in the event these services, or a version thereof, are needed.
14. Preparation of record drawings.
15. Present projects, findings, information etc. at various public meetings including the City Council, Harbor Commission, various ad hoc committee meetings and other outreach events as required.
16. Other marine, coastal and/or harbor related engineering and professional services as needed.

PROPOSAL

Produced for City of Newport Beach
March 4, 2025



moffatt & nichol

ON-CALL MARINE / COASTAL ENGINEERING SERVICES

NO. 25-40



March 4, 2025

City of Newport Beach
Chris Miller, Public Works Manager
(949) 644-3043 | cmiller@newportbeachca.gov

Subject: RFP No. 25-40 On-Call Marine / Coastal Engineering Services

Dear Mr. Miller:

Moffatt & Nichol (M&N) is committed to continuing to provide marine and coastal engineering services on an on-call basis to the City of Newport Beach (City). We offer the City qualified, known, and reputable team members who have partnered with you in the past to provide design and permit solutions to maintain the health and function of the City's valuable marine infrastructure, harbor, bay, waterways, and beaches.

Our team encompasses industry leaders in marine/coastal infrastructure design standards and who have an applied understanding of the applicable regulatory requirements and environment constraints for potential projects within the scope of this contract. From seawall improvements to maintenance dredging to public docks rehabilitation and beach restoration, each project is planned and implemented efficiently, expeditiously, economically, and always with the long-term sustainability of City's marine and coastal infrastructure as the ultimate goal. M&N has assembled the same key personnel who have provided the City with services on the prior contracts and are supported by specialty subconsultants Earth Mechanics, Inc. (EMI), Gahagan & Bryant Associates, Inc. (GBA), and Marine Taxonomic Services (MTS), as well as various laboratory and field support partners. Together we will address the City's project needs with prompt, pertinent, and efficient solutions that the City has grown to expect from M&N.

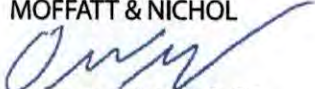
This proposal illustrates our team's current and relevant marine and coastal engineering project experience and qualifications with the City and its ongoing projects.

- Over the past 15 years, M&N has successfully supported over 30 different small and large, multidisciplinary, marine and coastal projects in the City.
- Proposed staff assisted in the review and update of the City's Waterfront Project Guidelines and Standards – Harbor Design Criteria to meet industry standards.
- Headquartered in Southern California for more than 80 years, M&N brings marine structural and coastal engineering experience that is unmatched by any other consultant team. We also provide additional unique complementary skills, such as dive inspection, CEQA compliance, regulatory permitting dredge design, sediment and water quality analyses, coastal hazards vulnerability assessments, cost estimating, feasibility assessments, and strategic planning services.
- Our team has the local resources and the deepest bench of professionals that will exceed the City's needs. The M&N team is composed of 250 experts located in Southern California who are familiar to the City and can effectively and efficiently assist the City in meetings and urgent requests.
- M&N currently manages similar on-call contracts with neighboring cities and the County of Orange allowing for unique cost and knowledge sharing opportunities.

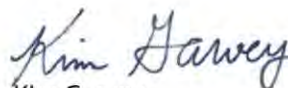
Our firm is fully prepared to commit the resources necessary to meet your needs in a timely, cost-effective, and creative manner. We are excited to continue our successful history of service to the City and appreciate the opportunity to submit this proposal for your consideration.

Sincerely,

MOFFATT & NICHOL



Omar Jaradat, PhD, PE
Vice President and Principal-in-Charge



Kim Garvey
Senior Scientist/Engineer and Project Manager

Qualifications and Experience of the Firm

FIRM EXPERIENCE AND QUALIFICATIONS

M&N has a reputation for excellence in marine and coastal engineering that has been built on years of experience working on complex and challenging projects along the world's coastlines. We offer the City a locally based team with the past experience necessary to complete multi-disciplinary projects that often involve multiple stakeholders and regulatory agencies. Reflected in our recent project history, our staff of engineers, planners, and permitting specialists have been committed to strategically solving issues related to marine and coastal engineering in Newport Beach, Orange County, and across Southern California. **With this experience and our locally based team, we can confirm our ability to respond on short notice or emergencies.**

The M&N team is comprised of some of the region's leading marine and waterfront experts. From their previous and on-going work with the City and critical stakeholders, they have established relationships with City staff and in-depth understanding of policies, procedures, and preferences. We consider ourselves stewards of the Southern California coastal community and continue to build on best practices to stay ahead of the curve regarding regulations, conservation, and technologies.

The main services to be provided under this contract are defined as marine/coastal engineering services and dredging related services. Both of these service areas require regulatory expertise to effectively design and implement projects in a manner that streamlines and simplifies the regulatory process as much as possible. It is the integration of planning into the design that is critical for success; therefore, our team is led by M&N's coastal regulatory expert and coastal engineering project manager, Kim Garvey. Kim is currently managing our ongoing contract with the City and has served in this role for other client's on-call contracts including the County of Orange. Kim is supported by Jerry Holcomb, a well-known marine structures expert at the City. This team is further supported by hand-selected engineers, planners and scientists with experience on City projects.

UNDERSTANDING OF NEWPORT HARBOR, BAYS, WATERWAYS, BEACHES, AND CITY NEEDS

M&N has supported more than 30 projects for the City ranging from strategic program support, engineering design, permitting, waterfront planning, to water quality and sediment characterization support. Recently completed projects include the 29th St. Public Dock, Newport Harbor Public Docks Rehabilitation, American Legion Bulkhead Wall, Lafayette Avenue Public Walkway, and Newport Pier End Platform Rehabilitation. Our firm is currently supporting the City on the Newport Harbor Seawall Replacement/Rehabilitation program and Newport Ocean Piers Inspection and Design Services project by providing inspection, design, and permitting support.

We know your marine infrastructure and beaches—from the Newport and Balboa Piers to your network of public docks and intricate waterways and shorelines—from the Upper Newport Bay to the harbor entrance and to the Santa Ana River mouth, and the City's priority projects. We bring you the same familiar faces from the previous contracts and understanding that we can supplement staff on any challenging marine/coastal planning and design project. Our team lives, works, and plays in the area and has a vested interest in accomplishing the City's goals quickly and efficiently.



FIRM EXPERIENCE & QUALIFICATIONS WITH CITY

In the last 15 years, M&N has held multiple marine engineering contracts, supporting over 30 different small and large, multidisciplinary, projects and tasks, totaling over a \$1.5 million. Projects have ranged from strategic program support, engineering design, permitting, waterfront planning, to water and sediment quality support.

KNOWLEDGEABLE TEAM WITH AVAILABLE RESOURCES AND RECENT EXPERIENCE

M&N is recognized throughout the world for its role in the evolution of marine infrastructure engineering and design and has acted as the engineer-of-record on hundreds of small and large-scale marina and harbor projects in Southern California alone, including in Newport Beach. Our team members were specifically chosen for their familiarity with the City and Newport Harbor marine structures and ocean beaches and their past proven experience providing design and permitting support for Southern California clients looking to maintain and rehabilitate their marine infrastructure, as well as manage their waterways and coastal environments. We are active in projects and initiatives to improve our beaches, including those along the Newport Beach shoreline.

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) and implementation, as well as the back end (construction management, environmental compliance, data management, and project 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, design, and to construction.

We have provided a project matrix of recent and relevant projects below with full project descriptions and references on the following pages. These projects and contracts are a testament to the M&N team's quality and commitment to the work municipalities and agencies have come to rely on us for.

PROJECT/CLIENT	RELEVANT FEATURES								
	MARINE STRUCTURES	COASTAL ENGINEERING	DREDGING/ SEDIMENT MANAGEMENT	INSPECTION	PS&E	CONSTRUCTION SUPPORT	EELGRASS/ CAULERPA	REGULATORY PERMITTING	CEQA SUPPORT
Newport Harbor Seawalls Replacement/Rehabilitation City of Newport Beach	X			X	X	X		X	
Newport Ocean Piers Inspection and Design Services City of Newport Beach	X	X		X	X				
Harbor Piers Rehabilitation City of Newport Beach	X			X	X	X	X	X	X
Balboa Marina Expansion Irvine Company in association with City of Newport Beach	X			X	X	X	X	X	
Central Avenue Public Dock City of Newport Beach	X			X	X	X		X	X
Lafayette Walkway & 29th Street Dock City of Newport Beach	X			X	X			X	X
American Legion Bulkhead Repair City of Newport Beach	X			X	X	X		X	X
Newport Pier End Platform Rehabilitation City of Newport Beach	X	X		X	X		X	X	X
Coastal Engineering On-Call Services Orange County Public Works	X	X	X	X	X		X	X	X
Marine Engineering Services City of Redondo Beach	X	X	X	X	X	X	X	X	X
Coastal Engineering On-Call Services State of California Department of Parks and Recreation	X	X	X	X	X	X		X	X
Alamitos Bay Marina City of Long Beach	X	X	X	X	X	X	X	X	X
Sediment, Water Quality, & Biological Resource Professional Services Port of Long Beach			X			X	X	X	X

REFERENCES

**VARIOUS PUBLIC DOCK AND MARINE STRUCTURE PROJECTS
CITY OF NEWPORT BEACH**

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**COASTAL ENGINEERING ON-CALL SERVICES
ORANGE COUNTY PUBLIC WORKS**

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**MARINE ENGINEERING SERVICES
CITY OF REDONDO BEACH**

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**SEDIMENT, WATER QUALITY, AND BIOLOGICAL
RESOURCE PROFESSIONAL SERVICES
PORT OF LONG BEACH**

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**COASTAL ENGINEERING ON-CALL SERVICES
STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

Karl Rose
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VARIOUS PUBLIC DOCK AND MARINE STRUCTURE PROJECTS

City of Newport Beach

RELEVANCE

- Direct contract experience
- Demonstrated capability meeting city requirements, standards and provisions
- Marine structures
- CEQA/Environmental support
- Regulatory permitting
- Grant support
- Eelgrass surveys
- Record drawings

Through on-call and stand alone contracts, M&N has provided the City with inspection, assessment studies, engineering, and permitting and grant support for a variety of public dock and marine structures in the Newport Harbor. Recent relevant project include:

HARBOR PIERS REHABILITATION

The Harbor Piers Rehabilitation project included improvements to the network of Newport Beach public docks to enhance public access to the harbor. A majority of the existing public dock facilities within the harbor were in various stages of disrepair and/or are underutilized by the public in their current configurations. The City has contracted with M&N to perform planning and engineering services to reconfigure and rehabilitate ten of the public docks.

Services conducted included site investigations to perform inspection for the existing public dock facilities and additional field site data collection to validate preliminary design concepts.

The firm coordinated the regulatory permitting process and prepared plans, specifications, and estimate (PS&E) construction documents for demolition and improvements to the network of public docks to issue bid documents for construction, as well as perform engineering support during construction to act as the City's representative for reviewing construction activities.

This project highlights M&N's unique understanding of the various types of infrastructure throughout the harbor and how each location has its own adjacent impacts, public oversight, and ecosystem. As part of the regulatory permit application process for the Citywide public docks, M&N staff took the approach to include all individual project locations into a single permit application package. This streamlined the review process and helped to show the cumulative benefits and minor net impacts of the project as a whole. In addition, this provided for a more competitive bid to have all locations performed by a single construction contractor rather than multiple points-of-contact. Our team is very familiar with the necessary permit, design, and construction challenges thorough the City's waterfront and has years of experience in developing approaches to dealing with each.

NEWPORT HARBOR SEAWALLS REPLACEMENT/REHABILITATION

In 2023, M&N was selected to provide engineering and inspection services for the Newport Harbor Seawall Rehabilitation and Replacement project. M&N is designing and permitting seawall replacements solutions for eight seawall locations within Newport Harbor. The firm performed extensive site inspections during high tide and prepared detailed inspection reports and presentations, comprehensive cost estimates with alternative analysis, and preliminary repair drawings for seawall rehabilitation. Final design efforts are currently underway, and the project will develop an approach for seawall rehabilitation standards that will be used throughout the City.



On-Call Marine / Coastal Engineering Services | 4

VARIOUS PUBLIC DOCK AND MARINE STRUCTURE PROJECTS *Continued*

CENTRAL AVENUE PUBLIC DOCK

The City envisioned creation of a new public dock adjacent to Lido Village in Lower Newport Harbor. Part of this vision was a publicly- accessible tie-up facility for visiting boats of various sizes, providing the necessary waterside public access that was lacking in the area. At the time, the Central Avenue dock was the first new public dock facility to be implemented within Newport Harbor in 30-plus years. Additionally, the project supported the City's Coastal Land Use Plan, (an element of the City's Local Coastal Program), in which enhancement, establishment, and preservation of public accessways is an important component.

Newport Harbor has a well-established history of being a popular visitor destination for boaters and non-boaters alike. For visiting/transient boaters, the harbor offers 75-100 offshore moorings and many guest slips throughout the harbor. The existing public piers (public docks) at other areas of Newport Harbor. Prior to this project, there was no waterside public access to the Lido Village area nor, in general, this popular destination area of Newport Harbor. The area consists of many restaurants, retail stores, and offices, set in a pedestrian-friendly area, as well as an adjacent 47-slip private marina. The Central Avenue public dock is now a popular visiting vessel destination.

The services for creation of these public dock facilities included design and permitting services for a new floating dock, ADA-compliant gangway, a gangway platform adjacent to the existing bulkhead wall, a gangway landing float, and installation of four new dock guide piles. The length of the dock allows for tie-up of up to three transient 26-foot-long (or more) vessels at any given time, or conversely, many small dinghies.



AMERICAN LEGION BULKHEAD REPAIR

The project consists of repair to the existing bulkhead wall fronting the American Legion facility in Lower Newport Bay. Damages to the bulkhead, as identified in bulkhead inspections, led to concern that the deficiencies could result in operational use limitations or pose a risk to public safety. Action was identified to prevent the voids in the existing wall from becoming larger over time and potentially leading to more serious issues such as corrosion of reinforcing steel, and eventually structural failure. The purpose of the proposed project is to restore the structural integrity of the bulkhead wall to prevent loss/damage of the American Legion facilities from wall failure and/or tidal flooding.

Services completed included development of conceptual alternatives, PS&E, a coastal hazards analysis report, and California Coastal Commission, Regional Water Quality Control Board, and US Army Corps of Engineers permits issuance. Jerry Holcomb and Kim Garvey also supported the City during the construction bid phase for engineering and permits compliance support, respectively.

The project was done as an "In-Kind" repair, including raising the bulkhead wall elevation per current City standards. The solution for repairs provides a new cap in locations with severe deterioration, and void repairs in locations that were less severe. The design involves new drill-and-grout tieback anchors, wale system, and abandonment of the existing tie-back system in-place.



VARIOUS PUBLIC DOCK AND MARINE STRUCTURE PROJECTS *Continued*

LAFAYETTE WALKWAY & 29TH STREET DOCK

The Lafayette Avenue Walkway project includes removal and replace portions of an existing public walkway on the waterside along Lafayette Avenue in Newport Beach. Due to failures in the portions of the walkway and deep cracks observed in other portions of the walkway, it led to concern that the deficiencies could result in operational use limitations or pose a risk to public safety. The purpose of the proposed project is to continue to provide public access along the waterfront by replacing the failing walkway. The project will be completed as an “in-kind” repair within the existing footprint and will re-use the existing piles. New timber stringers and decking will be constructed to replace the existing concrete slab.

New handrails will be installed at the top of the proposed replacement walkway. M&N involvement in the project includes structural inspection, condition assessment, structural analysis and design, permitting (both emergency and regular), and construction support services.

As part of regulatory permit application coordination for the Lafayette Avenue Walkway improvements, the need for the 29th Street Public Docks became a possible way for mitigation of impacts imposed by the walkway construction. M&N performed permit coordination with regulatory agencies to identify specific project needs to meet mitigation objectives. In addition, M&N prepared conceptual design figures for presentation to regulatory agencies. Our team is very familiar with the necessary permit, design, and construction limitations for these proposed improvements having been involved in the conceptual planning phase.



NEWPORT PIER END PLATFORM REHABILITATION

The City selected M&N to perform evaluations of the Newport Pier end platform for potential replacement of the existing restaurant structure with a proposed new restaurant building. The City requested an engineering evaluation by M&N to determine any necessary pier repairs or upgrades that may be required as a result of the replacement of the existing end platform restaurant two-story building.

M&N performed a complete above and underwater inspection on the end platform of the Newport Pier and issued a condition assessment report. The platform was then analyzed for support of a proposed two-story restaurant building for vertical loads from the building as well as wind and earthquake loads transferred from the building to the pier based on the current California Building Code requirements. The type and magnitude of required pier modifications for structural elements were determined, including decking, stringers, pile caps, and piles. A report was then issued detailing the modification recommendations, along with an opinion of probable construction costs.

In early 2020, M&N was selected by the City to complete engineering and support services for the restaurant demolition and end platform rehabilitation project.

In 2022, M&N, as part of the SWA team, was selected to prepare the Newport Pier and McFadden Plaza Rehabilitation Plan. M&N conducted on-site interviews with City maintenance and operations staff to help identify site conditions. The team developed conceptual layout alternatives based on City planning needs and community engagement results. M&N was responsible for coordinating waterside and landside elements, e.g., pier access, public access points, commercial facilities, etc. Three conceptual layout alternatives were developed including cost estimates and technical memorandum for each facility.



BALBOA MARINA EXPANSION

Irvine Company in association with
City of Newport Beach

RELEVANCE

- Demonstrated capability meeting City requirements, standards and provisions
- Marine structures
- Public boat facility
- Eelgrass mitigation
- Permitting support



The Balboa Marina Expansion project included the creation of a new public boat dock in Lower Newport Bay and improved and expanded an additional vessel berthing area for the existing private Balboa Marina, as well as landside improvements.

Waterside components of the project consisted of an additional 10,000 square feet of floating dock, 200 linear feet of new bulkhead wall, and approximately 10,000 cubic yards of dredging is proposed in order to expand the existing private marina.

An in-depth investigation was given to the Owner for various types of floating dock systems (timber, aluminum, composite, concrete) as well as coordination with suppliers and evaluation of selection of a preferred vendor prior to going to bid. The existing riprap slope was removed and replaced with a new riprap slope landward.

Options for various types of bulkhead wall improvements included driven sheet pile, cast-in-place retaining wall, and soil improvements. The type of bulkhead wall selected is a combination of Cement Deep Soil Mixing (CDSM) ground improvements with a cast-in-place L-Wall on top. This combined system allowed for upgrades to current seismic codes while also providing resistance to tidal erosion, and was the most cost effective solution. In addition, this bulkhead wall alternative resulted in reducing permit restrictions related to noise from impact hammer equipment as would be needed with driven sheet piles.



M&N was the lead designer and engineer for the waterside improvements which included close coordination between the Owner, City, and regulatory agencies for a joint permit effort. M&N was also responsible for oversight of regulatory permits, CEQA document mitigation measures, concept plans, and eelgrass mitigation efforts.

M&N was responsible for providing owner support during construction and performed site visits, reviewed submittals and RFIs, and acted as Owner's representative. The project is anticipated was completed in early 2024 and the Balboa Marina Public Pier opened to the public March 2024.

COUNTY OF ORANGE, PROFESSIONAL SERVICES ON-CALL CONTRACTS

OC Parks and Orange County Public Works

RELEVANCE

- Coastal engineering
- Beach restoration
- Dredging
- Sediment sampling
- Marine structures
- CEQA
- Boat docks and ramps
- Regulatory permitting
- Inspection
- Bathymetric surveys

M&N has held consecutive on-call contracts to provide professional coastal engineering and regulatory services, including shoreline protection, dredged material management, beach nourishment, coastal structures and marine facility design, repair and reconstruction. Our services include the analysis and design of systems that operate in the coastal environment—with an emphasis on solutions to SLR, storm induced flooding, and naturally occurring coastal hazards.

In providing these services, our team has successfully coordinated permits and approvals from CCC, RWQCB, and USACE. Our proposed staff have provided post construction monitoring in compliance with various requirements of the federal, state, and local regulatory agencies.

Additionally, we are on-call to provide structural design repair for seawalls, coastal/waterway structures, marinas, flood control channels, bridges, and offshore structures.

M&N has provided coastal engineering and relevant services under multiple on-call contracts with the County—Coastal Engineering Services, Flood Control Services, and Regulatory and Restoration Services. Relevant task orders include:

- › Dana Point Harbor Maintenance Dredging
- › Newport Dunes Maintenance Dredging
- › Capistrano Beach County Park Shore Protection and Restoration
- › Newport Bay AB 691 SLR Assessment
- › Dana Point Harbor AB 691 SLR Assessment
- › Dana Wharf Sportsfishing docks repair
- › Dana Point Harbor Sailing Events Center docks replacement
- › Santa Ana River Post-Construction Monitoring



- › Newport Dunes Annual Hydrographic Survey (10 annual surveys)
- › OC Ocean Outlets Maintenance Program
- › OC Opportunistic Beach Nourishment Program (includes City's harbor and ocean beaches)
- › HB Channel Sheet Pile Structural Analysis
- › C05 EGGW Channel Erosion Prevention Project
- › Structural Analysis of D02 Talbert Channel Sheet Piles & Repair Recommendations
- › Newland Marsh Mitigation Credits
- › San Diego Creek Reach I Diversion Project
- › San Diego Creek Sediment Removal Maintenance
- › Santa Ana River Avio Gates Inspection and Assessment
- › OC Flood Channel Living Shoreline
- › Craig Regional Park Lake Restoration
- › Concept Design Plan for Aliso Creek
- › Study for Talbert Marsh to Santa Ana River Connection

Other completed County of Orange projects which are relevant to this Marine/Coastal Engineering Services contract, but were not completed as on-call task orders include the Sunset Harbour Maintenance Dredging and Santa Ana River Sand Management projects.

CITY OF REDONDO BEACH, MARINE ENGINEERING SERVICES

City of Redondo Beach

RELEVANCE

- Rehabilitation design
- Above and underwater inspection
- Conceptual replacement alternatives
- Engineering analysis
- Assessment reports and data compilation
- Cost estimate for recommended repairs
- Permitting
- Environmental support



The City of Redondo Beach has relied on M&N to provide support for multiple projects that include a diverse array of marine engineering services under three separate contracts.

Redondo Beach Pier Facilities

The City of Redondo Beach embarked on an effort to revitalize its Redondo Beach Pier facilities, in order to enhance public access and enjoyment of the oceanfront. M&N provided inspection, evaluation, and rehabilitation engineering services for these facilities. M&N worked closely with the City of Redondo Beach to identify strategies for determining the best use of capital investments for either repair or replacement based on existing conditions. Having been instrumental in developing recommendations for repair and replacement alternatives, M&N was selected to support the Pier replacement project, which is now moving forward to design.

Harbor Patrol Docks

The City of Redondo Beach embarked on an effort to rebuild its Harbor Patrol facility and public sewage pump out dock. The facilities were approaching the end of its useful life and a rebuild was necessary to maintain emergency service operations and meet public dock sewage pump out facility needs. M&N provided preliminary engineering, final permitting, and final design engineering services. Services also included development of conceptual marina layout alternatives, a marine biological resources assessment, CEQA documents, and regulatory permit applications. The City's Harbor Commission provided approval in concept for an enhanced replacement concept option

which envisions a larger marina with increase in slip lengths to accommodate vessel into the future.

The project includes two separate Harbor Patrol and Public Sewage Pumpout Facilities with approximately 15,000 square feet of dock, access gangway improvements, over water observation tower improvements, and full site utilities for potable water, fire water, sewer, electrical, and gas. Additional services included researching and applying for grant funding, which the project was successful in obtaining funding through the US Fish and Wildlife BIG Fund. Construction for facilities was recently completed in September 2023 meeting City funding and grant compliance goals.

Public Boat Launch at Mole D

In 2024, the City of Redondo Beach contracted with M&N to provide design, engineering, permitting, construction oversight, and grant application support services for the construction of a new public boat launch to be located on Mole D of the City of Redondo Beach's Waterfront.

ALAMITOS BAY MARINA

City of Long Beach

RELEVANCE

- Complete reconstruction and rehabilitation of the largest municipally owned and operated marina in the US
- Dredging and confined disposal facility
- Boat docks, fixed piers, and crane hoists
- Above and under water inspection
- Public Outreach
- Permitting
- Environmental support
- Grant funding
- Utility design
- Construction support



M&N served as the lead design engineering firm for the reconstruction of the Alamitos Bay Marina, which involves the replacement of all docks and piling in Basins 1 through 7, which will transform the 1,967 existing slips into 1,625 new slips; repair of bulkheads; replacement of promenade railing, marina access gangways, and utilities; renovation of existing upland facilities, including repaving the parking lots, landscaping, and renovating or replacing 13 restrooms; basin dredging; and construction of a 10,500 square foot eelgrass mitigation site.

M&N was responsible for providing complete construction plans, specifications, engineering estimates, permits, and construction support services. As part of the design-build team with the construction contractor, this effort included conducting field investigations to document and assess the existing facility conditions, preparing repair options to be value-engineered with the design-build team, and providing support and observations during construction.

Funded in-part by the California Division of Boating and Waterways, the marina recently completed construction under budget, which left funds remaining for future maintenance cycles. The first phase of construction took place in Basins 1, 2, 4 and 5 and encountered some initial challenges during dredging and demolition with a good portion of the sediment exceeding contamination limits for mercury and other constituents. The material was successfully repurposed as contained fill for the construction of a new terminal in the Port of Long Beach's Middle Harbor project.

The second phase of construction, which included Basins 3, 6, and 7, incorporated lessons learned during the first phase of construction to complete the concrete floating dock construction ahead of schedule. Facilities included mechanical and electrical systems, vessel sewage pump-out stations provided throughout the marina, and individual in-slip pump-outs. The marina is accessed by newly incorporated Americans with Disabilities Act-compliant gangways along the continuous waterfront promenade.

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES - COASTAL ENGINEERING

California Department of Parks and Recreation

RELEVANCE

- Marine structures
- Coastal engineering
- Beach restoration
- Inspection/assessment
- Permitting
- CEQA support
- Construction support



M&N has held the current on-call services since 2015 and has provided services on more than a dozen tasks, totaling more than \$2.9 million. Services include state parks renovations and maintenance services; sea level rise studies; beach access repairs; repair studies and assessment for piers at Malibu and Gaviota; shore protection at Seacliff and Hearst San Simeon; multiple boat launch facility design and studies; dock assessment; and permit support services were also provided.

The firm continues to provide services on an on-call basis under this contract to support State Parks and Recreation. Provided below are relevant example task orders.

Doheny and San Onofre State Beaches

Developed and analyzed short-term and long-term treatments for protection of public access at both beaches. M&N conducted studies and analyzed alternatives that addressed coastal hazards, such as sea level rise, El Nino storm events, and shoreline erosion for the project sites. A report was prepared for each site that included coastal hazards assessment and conceptual drawings of each potential alternative, preliminary construction cost estimates for each alternative, permitting/CEQA considerations, long-term maintenance considerations with cost estimates, potential habitat impacts, potential surfing impacts, potential public access impacts, and potential up coast and down coast shoreline impacts.

M&N also prepared a long-term hazards management plan that identifies possible adaptation strategies (monitoring, management, maintenance activities).

Border Field State Park Renovations

Prepared hydrology and sedimentation study and SLR Vulnerability Study to provide hydraulic parameters, such as water surface elevation, velocity and sedimentation rates under various return periods of flood for the roadway and culvert structure design, addressing issues of the main entrance road flooding to provide improved access to Monument Mesa. A Coastal Development Permit application was prepared.

San Simeon Pier Evaluation

Performed a study of the structural condition of the pier and the condition of the piles, cap beams, stringers and decking to identify deterioration and need of replacement. The investigation included the condition of the structural connections of members on the pier, primarily the bolted connections that include the piles to the timber cap beams and the guard rail to the pier deck.

Gaviota Pier Repair

Prepared plans to repair the pier after storm damage closed it to the public. The project consisted of replacing piles and other structural elements, encasement of the existing steel piles at the foot of the pier, and protection of the bluff below the pier to reduce the rate of erosion and exposure of the steel piles of the abutment. M&N also prepared a study of the pier from the viewpoint of accessibility and ADA compliance. The final report presents recommendations for each of the accessibility issues identified, which were incorporated in the project.

OCEAN OUTLETS MAINTENANCE PROGRAM

County of Orange

RELEVANCE

- Regulatory permitting
- Environmental compliance
- Dredging/excavation
- CEQA
- Sediment characterization
- Placement of Santa Ana River outlet sand on Newport Beach shoreline

OCPW currently maintains five ocean outlets to provide flood control, improve public access along the beach, and restore water quality for upstream wetland habitat. The five outlet locations are at Talbert Channel, Santa Ana River, Salt Creek, Estrella Storm Channel, and Segunda Deshecha Cañada. The program involves excavation of sand from the outlet and beneficial re-use of the sand for nourishment on adjacent beaches, including along the Newport peninsula. In support of the County program, M&N obtained USACE, State Water Resources Control Board, and CCC permits and completed a CEQA addendum.

M&N developed graphics, prepared regulatory permit applications, and worked with multiple regulatory and resource agencies and each city's staff to obtain the necessary approvals. Our work also included update of the County's Operations and Maintenance manual. We provided support to the County on permit compliance, including pre- and post-construction notifications, surf monitoring, annual reports, and renewal of permits.

We work with City of Newport Beach lifeguards to perform monitoring of potential surfing impacts from sand placement along the waterline.



In 2016, one of the ocean outlets, Santa Ana River, was cleared of sand, which was beneficially re-used on local beaches (approximately 650,000 cubic yards) as part of a bigger OCPW Sand Management project. M&N led the preparation of engineering plans and bid documents, permits acquisition, CEQA, sediment characterization, biology work, and construction support, and post-construction monitoring.

M&N has supported multiple maintenance events at the Santa Ana River outlet, including actions in response to the 2021 oil spill along the coast.

SEDIMENT, WATER QUALITY, AND BIOLOGICAL RESOURCE PROFESSIONAL SERVICES

Port of Long Beach

RELEVANCE

- Sediment remediation and dredging program support
- Sediment quality studies
- Preparation of sampling and analysis plans and reports
- Biological support services
- Dredging methods and design
- Meetings and negotiations with regulatory agencies

Through our current as-needed contract, M&N is providing Port of Long Beach (POLB) with a wide range of sediment and water quality professional support services. To date, the M&N team has provided services on 14 job tasks over the last four years on this contract. A summary of work conducted includes a wide variety of environmental issues, some are summarized here:

Pier Wind Sediment Characterization Design

The Pier Wind project, if built, will dredge up to 50 million cubic yards of sediment within the POLB harbor to be used as fill for the proposed 400-acre Pier Wind terminal. A Sampling and Analysis Plan (SAP) was developed early in the process to illustrate the overall sampling and analysis strategy for the project in accordance with all federal and Port testing requirements for dredged material. This early SAP development allows a comprehensive examination of the entire dredging testing program and promote “tiering” as the project progresses.

Best Management Practices Evaluation for Dust Control

The team reviewed applicable permit conditions, conducted site audit to review tenant operations, verified implementation of permit conditions and generated a memorandum summarizing recommended BMPs to reduce offsite dust and particle transport.

Water Quality Monitoring for the Pier G Wharf Improvements Project

Performed water quality monitoring for compliance with 401 water quality certifications permit for in water construction activities for yearlong wharf



improvement project at Pier G. All monitoring and reporting requirements were met; all work was covered by M&N staff and equipment.

Harbor Toxics TMDL Support

Assisted POLB in preparing comments on the Harbor Toxics TMDL Reconsideration. Work has included developing comments on the draft staff report and the draft Basin Plan Amendment, analyzing responses to comments, developing comments for the State Water Resource Control Board (SWRCB), and coordination meetings.

Updates to Document Template and Specification for the Construction General Permit Storm Water Pollution Prevention Plan

Updated POLB's SWPPP template to reflect the new general permit for stormwater discharges associated with construction and land disturbance activities requirements finalized by the State Water Resourced Control Board (SWRCB). Also provided updates to POLB's own specifications for stormwater management and the implementation of stormwater BMPs for contractors.

Outfall Monitoring Services

Outfall monitoring at Outfall 85 and Pump Station 7 in accordance with the Regional Phase 1 Municipal Separate Storm Sewer System (MS4) Permit adopted by the Los Angeles Regional Water Quality Control Board on July 23, 2021 and the Port's Integrated Monitoring Program (IMP) for the Long Beach Inner Harbor.

Qualifications and Experience of Key Personnel

EXPERIENCED AND QUALIFIED ENGINEERING AND PERMITTING PERSONNEL

M&N has assembled an exceptional team of experienced local engineers and scientists with the resources necessary to respond to tasks under this contract. The key personnel have the relevant experience and qualifications necessary for this contract and are familiar with the City's standards and provisions. The key personnel are supported by a larger team of specialized engineers, environmental specialists, and regulatory experts. The M&N team includes members to support field collection services; chemical, biological, and toxicological laboratories; marine biological assessments; and data quality review and data analysts.

The City has immediate access to a familiar and experienced team on which it can rely, whether the project is planned channel dredging or infrastructure repairs that follow a Pacific storm. We understand that if any member of our team's key staff should become unavailable, we may substitute other staff of equal competence only after prior written approval by the City.

The organization chart on the following page illustrates the key personnel and support team for each of the services that may be requested under this contract. Summary resumes of our key personnel, services they will lead, and qualifications begin on page 16.

QUALIFIED SPECIALTY PROJECT PARTNERS

M&N understands, as the prime consultant, the firm is solely responsible for the work to be conducted. However, capabilities have been enhanced with experienced specialty subconsultants. Our subconsultant teaming partners were selected to fulfill additional service areas:

- GBA for bathymetric and topographic surveys
- Marine Taxonomic Services, Ltd. (MTS) for marine biological assessments, e.g., Caulerpa / eelgrass surveys and mitigation support
- Physis and Nautilus Environmental, Inc. for sediment and water quality testing services
- Six Scientific Service for water, sediment and biological sampling support, as well as other field support services
- EMI for geotechnical engineering services

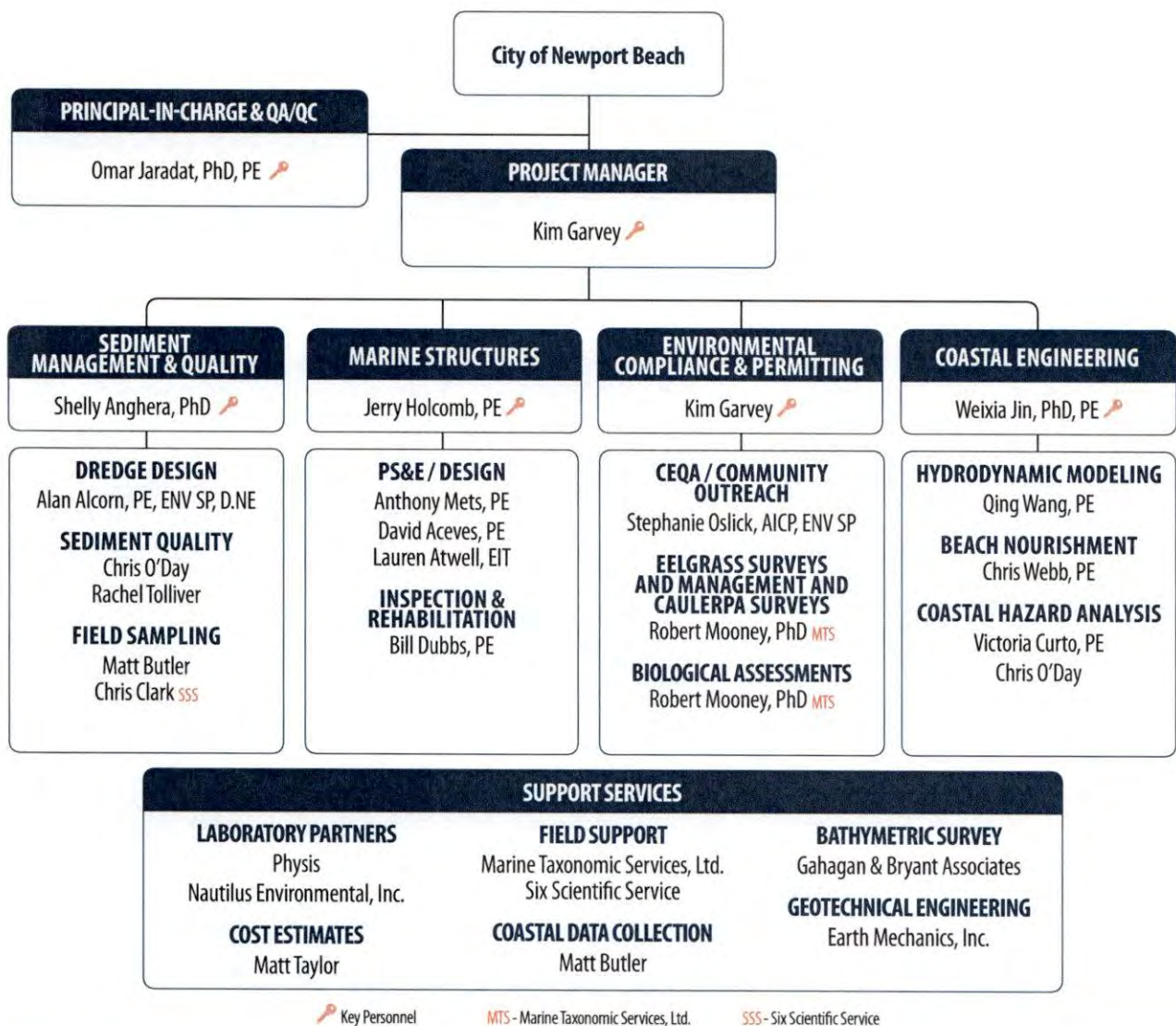
M&N has successful working relationships with each of the subcontractors and their staff. These firms will provide reliable field services to provide water, sediment and biological sampling equipment. Team members include certified American Academy of Underwater Sciences (AAUS) technical divers.

PRIMARY POINT OF CONTACT

Kim Garvey - Project Manager
P: (562) 317-3527
M: (562) 234-9427
E: kgarvey@moffattnichol.com



M&N's marine engineering team is well known to the City having provided inspection and design services on a variety of marine rehabilitation projects, including the on-going efforts to rehabilitate various harbor seawalls. Our team offers the City a robust pool of talented in-house engineers who are familiar with City standards and specialize in marine infrastructure, with specific local experience providing resilient engineering solutions in the Southern California coastal environment.



KIM GARVEY PROJECT MANAGER | PERMITTING LEAD

Education: MS, Aeronautical and Astronautical Engineering, Purdue University, Indiana; BS, Mechanical Engineering, University of California, Santa Barbara; Certificate, Coastal Engineering, Old Dominion University, Virginia

Kim Garvey, has extensive experience successfully supporting the City through the permitting and CEQA processes on many recent relevant projects within the City's waterways. She has obtained regulatory permits on over 50 coastal/water projects—over 80 individual permits. Her experience includes determination of permitting requirements and schedules, coordination with regulatory agencies, permit applications, permit follow-up, development of project descriptions and construction methods for environmental review (CEQA and NEPA) documents, coastal hazards analyses, habitat compensatory mitigation, and grant acquisition. As a coastal engineer herself, she understands coastal processes and is able to effectively work with design staff and communicate design concepts with regulatory staff.

KEY BENEFITS TO CITY AND THIS CONTRACT:

- Project management experience from multiple on-call services tasks including City of Newport Beach, County of Orange, City of Huntington Beach, City of Long Beach, and California State Parks.
- Coastal engineering experience includes regulatory permits acquisition, water and sediment quality, marinas, dredging and beneficial reuse of sediment, shoreline protection design, coastal analyses, eelgrass mitigation, CEQA documents, public outreach, and grant acquisition (including for City of Newport Beach).
- Project management experience from multiple marine engineering local projects including Huntington Harbour dredging, Dana Point Harbor dredging, Dana Point Harbor sport fishing docks and sailing events center docks, and Santa Ana River sand management.
- Understanding and addressing permitting issues upfront will save time and money in the long run.
- Established relationships with City staff and understanding of City processes will allow for streamlined communication
- Understanding and experience with permitting agencies procedures and processes allows for prioritizing long lead items and managing critical path.
- Extensive permit experience with U.S. Army Corps of Engineers, State and Regional Water Boards, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, NOAA National Marine Fisheries, U.S. EPA, U.S. Coast Guard, and County Sanitation Districts.
- Experience with over-water structures and eelgrass mitigation.
- Experience with multiple coastal resiliency / sea level rise vulnerability studies
- Has previously worked with all of the subconsultants on our team.



RELEVANT EXPERIENCE:

Harbor Piers Rehabilitation*, Permitting Lead

Central Avenue Public Dock*, Permits and Grant Lead

Lafayette Walkway Repair*, Emergency and Standard Permits Lead

29th Street Public Pier*, Permits Lead

American Legion Bulkhead Repair*, Permits Lead

Newport Harbor Seawalls Rehabilitation/Repair*, Permitting Lead

Marina Park*, Permits Support

Bay Island bridge and Bulkhead Repair (homeowners) project*, Permits Lead

Newport Dunes Dredging and Annual Surveys (County of Orange)*, Project Manager

County of Orange Santa Ana River Sand Management Project*, Project Manager

Orange County Sand Compatibility and Opportunistic Use Program*, Project Manager

Redondo Beach Harbor Patrol Docks and Boat Launch Ramp, Permits Lead

Cabrillo Way Marina, Permits Lead

Seal Beach Naval Weapons Station, Coastal Engineering and Environmental

*Projects within City of Newport Beach

JERRY HOLCOMB, PE MARINE STRUCTURES LEAD

Education: BS, Civil Engineering with Structural Emphasis, California State Polytechnic University, Pomona

Registration: Professional Engineer, California

Jerry Holcomb, PE, brings a specialized expertise in structural engineering and marine construction, particularly along California's waterfronts. He is a known and trusted partner to City staff, having served as project manager and lead engineer on many recent projects within the City. His recent experience with the City's marine infrastructure includes the Newport Pier, Newport Bay public docks, bulkheads, and public access improvements. Because of his direct experience on similar projects, he is able to easily communicate design needs and engineered concepts to City staff, design team members, regulators, and in public outreach settings with local communities. Jerry provides more than 18 years of marine structural design experience, proven project management skills, and the following benefits to the City.

KEY BENEFITS TO CITY AND THIS CONTRACT:

- Specialized expertise in multidisciplinary projects, structural engineering, marine construction, and waterfront planning.
- More than 18 years of waterfront project design and management experience along California's coast, including other nearby municipalities (Long Beach, Redondo Beach, Dana Point, Huntington Beach, Seal Beach, Santa Monica, Manhattan Beach).
- Experience leading similar multiple disciplinary projects with the same proven team of proposed personnel and subconsultants for this contract.
- Direct working relationship with in-house regulatory permitting team and ability to adapt designs seamlessly to address agency input.
- Management, design, analyses, and construction support across multiple disciplines for tidally-influenced waterfront structures.
- Structural Engineering: Relevant experience includes overall project management, site inspection and evaluation of existing marine structures, design, analyses, and construction support for delivering multi-discipline projects. Past experience includes floating dock design, fixed pier design, sheet pile breakwater and seawall design, and other tidally-influenced structures.
- Civil Engineering: General site development, grading, hydrology, earth retaining structural analysis, promenade design.
- Preliminary Project Planning: Master plan analyses, feasibility studies, financial market analyses, value engineering, cost estimating and scheduling, capital improvement reports.
- Grant Funding: As a specialized expertise, Jerry has been involved in securing more than \$10M in grant funding for various marine facilities across the US through federal, state, and local government grant programs and has assisted in the completion of more than a dozen grant applications specific to marine infrastructure and related studies.



RELEVANT EXPERIENCE:

Newport Harbor Seawalls Rehabilitation/Repair*, Project Engineer

Harbor Piers Rehabilitation*, Project Manager

American Legion Bulkhead Wall Improvements*, Project Manager

29th Street Public Pier*, Conceptual Planning & Design Lead

Balboa Marina Expansion*, Project Manager

Newport Pier End Platform Rehabilitation*, Project Manager

Central Avenue Public Dock*, Lead Engineer

Lafayette Walkway Repair*, Lead Engineer

Lido Marina Village Conceptual Planning*, Conceptual Planning & Design

Redondo Harbor Patrol Docks, Project Manager

Port of Los Angeles Wilmington Waterfront Promenade, Design Lead

Marina Park Newport Beach*, Design Lead

Alamitos Bay Marina, Project Manager

*Projects within City of Newport Beach

SHELLY ANGHERA, PH.D. SEDIMENT MANAGEMENT & QUALITY LEAD

Education: PhD, Environmental Health Sciences, University of California, Los Angeles; BS, Aquatic Biology, University of California, Santa Barbara

Dr. Shelly Anghera is a principal scientist with more than 20 years of experience conducting field and laboratory studies related to ecotoxicology and sediment quality characterization. Her expertise centers on field study design, sediment characterization, water and sediment testing and analysis, implementation strategies for dredged material management, Total Maximum Daily Load (TMDL) compliance, and California's Sediment Quality Objectives (SQOs) application. Dr. Anghera's projects often focus on the integration of multiple lines of evidence to determine water and sediment quality and the development of innovative compliance strategies.

KEY BENEFITS TO CITY AND THIS CONTRACT:

- Marine sediment and water quality expert for the City since 2008.
- City project experience includes Copper TMDL and Organochlorine TMDL expert reports and testimony, led sediment management strategies for Middle Harbor placement, development of site-specific criteria for Lower Newport Bay dredging program, and analysis and implementation of Sediment Quality Objectives (SQO) studies.
- Regional expert in sediment characterization, sediment and water testing and analysis, benthic population statistics, field study design, and field sampling for multiple media, including bacteria.
- Program Principal for developing comprehensive strategy and program to support the Port and POLA TMDLs implementation and compliance.
- Project Principal for sediment and water quality contract and TMDL contracts for the Ports of Los Angeles and Long Beach (2008 – 2018).
- Lead author for the four regional Contaminated Sediment Management Plans (City of Los Angeles, City of Long Beach, LA County Dominguez Channel, and LA County Marina del Rey).
- Project Manager for development of the Port of Long Beach Middle Harbor Sediment Management Plan and USACE permitting.
- Strong working relationships with City staff and regulators.



RELEVANT EXPERIENCE:

City of Newport Beach Water Quality Support *, Project Manager

Copper and Organochlorine Pesticide TMDL Support (2013 – ongoing)*, Project Manager

Rhine Channel Remediation and Lower Newport Bay Dredging Projects*, Water Quality Project Manager

Alamitos Bay Water Quality Circulation Study, Phase II, Project Principal

Port of Los Angeles Water Quality, Sediment Quality, and Biological Resource Services

Port of Long Beach Sediment, Water Quality, Biological Resource Services contract Project Manager

Determination of Remedial Compliance through the California State Sediment Quality

Objectives (SQO) Assessment (2004-2017)*, Various Municipalities, Project Manager

Marina del Rey Harbor Sediment Stressor Identification Study, Project Manager

Regional Contaminated Sediment Management Plans for LA County, Port of Los Angeles, Port of Long Beach, Project Manager

*Projects within City of Newport Beach

WEIXIA JIN, PH.D, PE COASTAL ENGINEERING LEAD

Education: PhD, Hydraulics & Water Resources, University of Pittsburgh; ME, Coastal and Ocean Engineering, Hohai University at Nanjing; BA, Harbor and Navigation Engineering, Hohai University at Nanjing

Dr. Weixia Jin joined Moffatt & Nichol in 1997 and has since participated in a wide range of coastal, marina, wetlands, estuary, watershed, and riverine engineering projects. Her coastal engineering experience includes engineering designs of tidal control structures, revetments, tidal inlets, jetties, weirs, energy dissipaters, and shore protection structures; numerical modeling of hydrodynamics, coastal water quality, river/reservoir/coastal sedimentation, and watershed hydrology and hydraulics; and engineering studies of inlet stability, coastal flood damage/ protections and beach nourishment. Prior to joining Moffatt & Nichol, Weixia participated in a variety of research projects in river/reservoir hydraulic and sedimentation numerical model development, evaluation and testing; and stream sediment and velocity measurement studies. Her water quality experience includes residence time circulation modeling, coastal water quality studies of bacteria, metals, salinity and other constituents, and TMDL studies.

KEY BENEFITS TO CITY AND THIS CONTRACT:

- Southern California Coastal Technical Lead with more than 30 years of experience on multiple on-call services tasks including County of Orange, City of Huntington Beach, City of Long Beach, and California State Parks.
- Coastal Engineering experience includes circulation studies, coastal watershed hydrology, wetland and stream restoration studies; estuarine/riverine hydrodynamic; coastal and riverine flood control.
- Numerical modeling expert in hydrodynamics, wave, tsunami, SLR, sediment transport and water quality.
- Significant experience leading Southern California coastal projects, working with the same team of proposed staff for this contract.
- Proven ability to identify a short-term strategy to address an immediate threat of beach erosion and related damage to the infrastructure and develop a longer-term program to manage the shoreline.



RELEVANT EXPERIENCE:

Topanga Lagoon Restoration
Conceptual Design, Project Manager

Los Cerritos Wetlands Restoration
and Oil Consolidation Project, Project
Manager

Final Design for Bolsa Chica
Lowlands Restoration, Task Manager

Huntington Beach Urban Runoff
Investigation – Oceanographic
Studies, Coastal Engineer

Ventura County Mandalay Bay
Circulation and Water Quality
Modeling, Coastal Modeler

Escondido Creek Hydromodification
Study, Project Manager

Huntington Beach Flow Diversion
Analysis of East Garden Grove
Wintersburg (EGGW) Flood Control
Channel, Coastal Engineer

Colorado Lagoon Restoration
Feasibility Study, Task Manager

San Elijo Lagoon Restoration Project,
Assistant Project Manager

Cullinan Ranch Restoration Project,
Engineer

San Dieguito Lagoon Restoration
Feasibility Study, Engineer

Fairview Park Wetland and Riparian
Habitat Restoration, Hydraulic
Engineer

*Projects within City of Newport Beach

The following table highlights our specialized task leaders' experience and qualifications. All are locally recognized experts in their disciplines and take pride in their ability to integrate findings from multiple investigations into a unified and complete solution.

TEAM MEMBER/ROLE	EXPERTISE & QUALIFICATIONS
Anthony Mets, PE PS&E / Design Moffatt & Nichol Years' Experience: 23 Professional Engineer: California	<ul style="list-style-type: none"> • Experience working with the City including as Project Manager for the Newport Harbor Seawalls Rehabilitation/Repair. • Design, analyses, and construction support across multiple disciplines for tidally-influenced waterfront structures. • Numerous repair and rehabilitation projects for structures located in the California coastal zone • Relevant experience includes overall project management, technical development, design, permitting, and preparation of construction documents and construction estimates for seawalls, bulkheads, and shore protection facilities projects • Avid waterman and rower with a work-life commitment to the coastal zone and unique understanding of tidal influence within harbors.
David Aceves, PE PS&E / Design Moffatt & Nichol Years' Experience: 9 Professional Engineer: California	<ul style="list-style-type: none"> • Specialized expertise in waterfront structural engineering and performing structural analysis and design for a wide variety of projects and structure • Relevant experience includes planning, inspection, design, construction document preparation, and post-construction-award services for a variety of waterfront structure projects, including piers, wharves, bulkheads, and navigation range structures. • Has assisted in field inspection of waterfront structures as well as subsequent preparation of assessment reports documenting structure condition.
Lauren Atwell, EIT PS&E / Design Moffatt & Nichol Years' Experience: 5	<ul style="list-style-type: none"> • Specialized expertise in waterfront structural engineering including for design and calculations for timber and concrete structures. • Relevant experience includes ocean piers, concrete coastal protection structures, seawall repairs, and various marina and boat harbor infrastructure. • Extensive project experience on ocean piers in California, including the Newport Pier.
Alan Alcorn, PE, ENV SP, D.NE Dredge Design / Lead Moffatt & Nichol Years' Experience: 43 Professional Engineer: California	<ul style="list-style-type: none"> • Engineering design and bid documents including plans, specifications, construction schedule, and opinion of probable construction costs. • 43 years of experience in channel navigation, disposal, dredging, beach nourishment, and assistance in permit applications. • Project Manager for projects in/near Orange County including ongoing dredging for Seal Beach Naval Weapons Station, dredging and reclamation for the Ports of Long Beach (Pier G, Pier T, Piers 300/400). • Experience with U.S. Army Corps of Engineers, State and Regional Water Boards, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, NOAA National Marine Fisheries, U.S. EPA, and U.S. Coast Guard.

TEAM MEMBER/ROLE	EXPERTISE & QUALIFICATIONS
Stephanie Oslick, AICP, ENV SP CEQA Support / Public Outreach Moffatt & Nichol Years' Experience: 28	<ul style="list-style-type: none"> • Expert in the science and policy of coastal processes. Experienced Caltrans liaison to the California Coastal Commission, served as the single point contact for all Caltrans projects located in the Coastal Zone. • Expert in managing and preparing environmental documentation (e.g., CEQA/NEPA) for a host of public works related projects. • Create focused public outreach programs to obtain input from project-specific stakeholders. • Expert in environmental permitting and associated regulations. Managed preparation of numerous regulatory permit applications and negotiated permit conditions with regulatory staff on a variety of projects, especially those located within the Coastal Zone.
Chris Webb, PE Beach Nourishment Moffatt & Nichol Years' Experience: 33 Professional Engineer: California	<ul style="list-style-type: none"> • Authored "Newport Beach" and original SCoup guidelines document • Well-respected geomorphologist and expert in Southern California beach nourishment and coastal wetlands design, construction, and monitoring • Understanding of offshore sand sources • Extensive local project experience in Newport Beach and Huntington Beach • Frequently leads coastal field data collection and analyses efforts • Currently leading living shoreline resiliency projects in San Clemente, Carpinteria and Los Angeles County
Victoria Curto, PE Coastal Engineer, Coastal Hazards Analyses Moffatt & Nichol Years' Experience: 14 Professional Engineer: California	<ul style="list-style-type: none"> • Knowledgeable of hydrological, coastal, and riverine processes. • Experienced in data analysis and numerical modeling of waves, circulation, sediment transport, and morphology; wave loading, • Experienced in coastal hazard analysis, SLR adaptation, coastal design, and construction administration and inspection of breakwaters, beach nourishments, pocket beach, revetments, and living shorelines. • Currently serving as vice president of Los Angeles Coast Ocean Port and River Institute (COPRI) of ASCE.
Chris O'Day Sediment Quality / Coastal Hazards and Sea Level Rise Adaptation Moffatt & Nichol Years' Experience: 8	<ul style="list-style-type: none"> • Has worked across several coastal science fields to address issues related to coastal community hazard resilience as well as coastal ecosystem health and water quality. • Broad expertise in coastal data analysis, technical writing, and environmental policy analysis. • Expert in sea level rise vulnerability assessments, hazard mitigation, and adaptation strategy development for at-risk communities in California. • Experience leading sediment sampling and analysis efforts to characterize sediment for beneficial reuse.
Rachel Tolliver Sediment Quality Moffatt & Nichol Years' Experience: 7	<ul style="list-style-type: none"> • Environmental scientist with experience in marine and freshwater ecotoxicology, water quality analyses, and sediment characterization. • Experience with field and laboratory water and sediment quality monitoring, as well as analysis and report preparation. • Well versed in all aspects of analytical testing in accordance with USEPA/USACE guidance for sediment management. • Currently working on multiple dredge projects in Southern California.

TEAM MEMBER/ROLE	EXPERTISE & QUALIFICATIONS
Bill Dubbs, PE Inspection & Rehabilitation Moffatt & Nichol Years' Experience: 20 Professional Engineer: California	<ul style="list-style-type: none"> • Experience includes topside/underwater structural inspections & condition assessments as well as design and construction management/ inspection of repairs, rehabilitations, and modernization. • As a member of the company safety committee, implemented new safety equipment and standards and coordinated the field equipment and employee certification to comply with constantly changing industry regulations. • Developed safe-diving practices for underwater inspection teams.
Robert Mooney PhD Eelgrass Surveys and Management and Caulerpa Surveys MTS Years' Experience: 25+	<ul style="list-style-type: none"> • Principal/Project Manager for marine biological surveys, environmental assessments; designing, preparing and implementing mitigation monitoring programs for bay, harbor, and coastal species and habitats. • Focused surveys for sensitive species (eelgrass), invasives (Caulerpa taxifolia) and . • Helped manage the team that completed the only successful eradication of a marine alga (Caulerpa taxifolia). • Has completed the Newport harbor-wide eelgrass inventory assessment for the past 4 years (2018, 2020, 2022, and 2024).
Chris Clark Field Sampling Six Scientific Service Years' Experience: 15	<ul style="list-style-type: none"> • USCG Master 100 Ton captain and marine scientist specializing in marine studies pertaining to sediment toxicology, water quality, and fish with fifteen years of field, data and laboratory experience. • Skilled in water quality data collection and reporting for NPDES and dredge permitting. • Experienced in the reporting and interpretation of chemistry, bioassay, and other laboratory data. • Familiar with the setup and data collection of hydrographic surveys.
Matt Butler Field Sampling / Coastal Data Collection Moffatt & Nichol Years' Experience: 5	<ul style="list-style-type: none"> • Expertise resides in wave-structure interaction analyses of both breaking and non-breaking waves, shoreline mitigation/defense strategies, and physical/numerical modeling techniques. • Experience includes employing physical and numerical modeling techniques along with empirically simulated trials to investigate wave overtopping differences amongst various coastal defense structures including vertical and composite seawalls, berms, and revetments. • Involved in coastal defense structure analyses and the implementation of natural-based living shoreline projects.
Matt Taylor Cost Estimates Moffatt & Nichol Years' Experience: 12	<ul style="list-style-type: none"> • Worked for 7 years as a Project Engineer and Cost Estimator for one of the largest dredging and marine construction contractors in the United States. • Extensive experience as a project manager and cost estimator, working on marine projects including channel dredging and marina and shoreline developments. • Chief estimator and constructability expert for the Marina Del Rey Harbor Contaminated Sediment Management Plan.

Method of Approach / Project Approach

UNDERSTANDING OF THE CITY'S NEEDS

Throughout the last 75 years, M&N has acquired a reputation as one of the leading firms providing marine/coastal engineering services. M&N has completed feasibility and modeling studies, cost estimates, permits, and preliminary and final designs for more than 10,000 waterfront projects worldwide, including piers, mooring systems, harbors, public and private marinas, dredging, bulkheads, shore protection, breakwaters and jetties, recreational beaches, causeways, wetland restoration, artificial islands, and commercial marine facilities. M&N has written design and planning manuals for the U.S. Government that have become standards for dry docks, moorings, port facilities, coastal protection, ship support services, and small craft harbors. We are fully prepared to deliver the full range of professional marine/coastal engineering and regulatory permitting services required for this contract.

The open ocean coastal environment is complex and dynamic. M&N offers you a highly qualified team of coastal engineers and scientists (and surfers) with the comprehensive skills and local knowledge necessary for work along the Newport Beach shoreline. We authored the "**Newport Beach Shoreline**." We have decades of experience producing constructible, permissible, and resilient improvements in the coastal environment. Hundreds of beach nourishment, shoreline protection, and sea level rise resiliency projects have been completed by M&N all along the California coastline, providing a vast experience base. Our staff are currently involved in beach restoration projects throughout Southern California including the Orange County Sand Compatibility and Opportunistic Use Program (SCOUP), Los Angeles County SCOUP and living shoreline projects, regional beach nourishment in San Diego County, and living shoreline projects in San Clemente.

The M&N project office is located within 10 minutes of City Hall. Our staff can easily attend meetings in person and can respond rapidly when project needs dictate a quick response. We also understand that access is critical to respond to emergencies, and we consider a quick and efficient response time our priority. All of our team members are located in Southern California and all are familiar with working in and around Newport Bay and understand the specialized protocols necessary for working with the public. M&N has a strong and effective working relationships with all of our subconsultant teaming partners based on working with them on many previous and ongoing projects.

The M&N team not only brings the experts related to these areas, our team brings a broader range of waterfront multidisciplinary marine engineering, sediment management, and permitting related expertise to address additional anticipated needs. From marina design to diving inspection services to sea level rise (SLR) vulnerability assessments, this multi-disciplined team can support all anticipated waterside support services.



DEMONSTRATED UNDERSTANDING OF NEEDS THROUGH SUCCESSFUL WORK HISTORY WITH THE CITY AND LOCAL AGENCIES:

- Four consecutive City Marine Engineering On-Call contracts
- Consecutive Newport Beach Ocean Piers Inspection and Design Services contracts
- Numerous Public Dock and Marine Structure Projects
- Newport Harbor Seawall Repair
- Newport Bay Water Quality
- Orange County On-Call Coastal Engineering
- City of Huntington Beach Ocean Engineering On-Call
- Port of Los Angeles Sediment, Water and Biological Services
- Port of Long Beach Sediment and Water Quality Services

For this contract, the marine structures engineering, coastal engineering, and dredging-related services anticipated to be requested under this contract include:

MARINE STRUCTURES ENGINEERING SERVICES

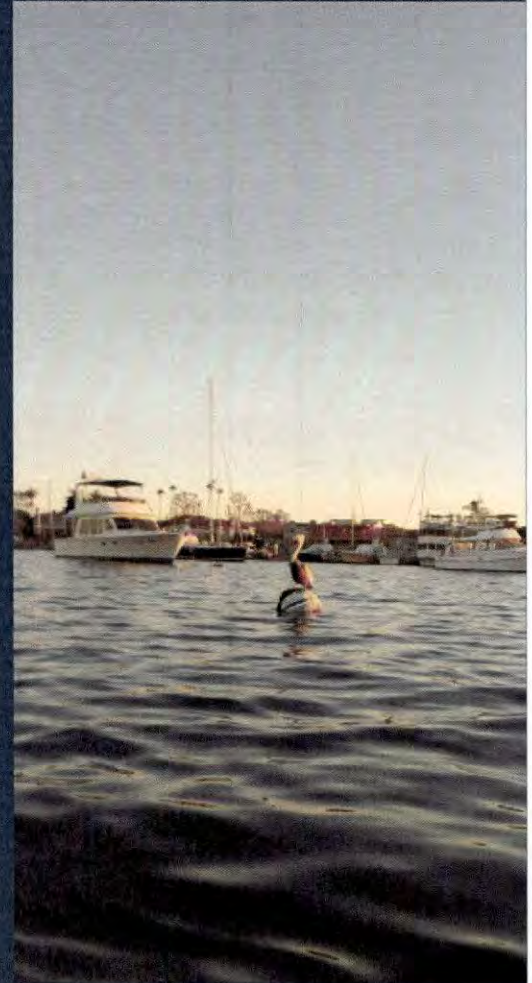
- Design, repair and rehabilitation of marine structures, (e.g., floating docks, bulkhead walls, boat launches, piers, vessel moorings, pedestrian access promenades and public facilities)
- Preparing bid documents and supporting construction services on behalf of the City
- Waterfront planning, feasibility studies, and cost analyses
- Stakeholder outreach, facilitating public meetings, and community engagement
- Inspection, assessment, and repair recommendations for marine structures
- Permitting and environmental document support for the installation of new structures and the repair of old structures

COASTAL ENGINEERING SERVICES

- Beach nourishment design and sand management
- Sand source investigations
- Shoreline geomorphology analyses
- Coastal rock structures design (e.g. groins, jetties, breakwaters)
- SLR vulnerability assessments and adaptation planning
- Hydrodynamic water quality modeling services to support wave runup, and tsunami vulnerability analyses
- Shoreline protection structure design

DREDGING-RELATED SERVICES

- Dredge design, construction documents, bid support, and construction management support
- Permitting support for dredge projects within the Regional General Permit (RGP) and standard permitting processes
- Dredge characterization support including the development of sampling plans, assessment reports, negotiation and coordination of assessment activities with regulators through the Dredged Material Management Team
- Sediment characterization sampling and testing activities (including preparation of Sampling and Analysis Plans and Reports) to determine placement options (RGP and non-RGP programs)
- Eelgrass monitoring and eelgrass mitigation planning in support of dredging programs within and outside of the RGP
- Bathymetric surveys to assess navigational needs
- Water quality monitoring and biological monitoring to support dredge impacts assessments
- Studies and strategies to increase sediment beneficial reuse opportunities, including regional beach nourishment programs



During the last three marine engineering services contracts, M&N supported 25 tasks totally \$950,000. Tasks ranged in size from \$3,000 to \$170,000—reflecting M&N's ability and willingness to complete small-scale tasks and large-multidisciplinary challenging projects.

Whatever the City needs, M&N will work as an extension of the City's staff and self-perform the desired work, along with support from quality subconsultant team members.

PERMITTING-RELATED SERVICES

M&N understands how rules, regulations and legislative actions can impact structural and dredging projects on the waterfront, from eight decades of engineering on California's coastline. This translates into an expert team of coastal engineers, planners, and scientists who will provide the permitting assistance needed to keep the project on track, while ensuring compliance throughout the permitting process. The firm's coastal engineers and specialist staff have extensive experience with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) procedures and permitting procedures involving the U.S. Army Corps of Engineers, U.S. Coast Guard, U.S. Department of Fish and Wildlife, NOAA National Marine Fisheries, California Department of Fish and Wildlife, State of California Coastal Commission, State Water Resources Control Board, and California Regional Water Quality Control Board. We have established working relationships with each of these agencies and understand their processes and hot buttons.

BEYOND THE STANDARD SCOPE OF SERVICES

Marine/coastal engineering and dredging projects are not usually commodity consulting projects that get cheaper and more predictable with time. It is quite often the opposite; increased regulatory oversight, competitive funding, and regional political pressures weigh in and often determine the fate of the projects. The sections below discuss M&N's approach to set projects up for success by integrating strong permitting strategies into each project, providing greater funding opportunities, and incorporating long-term planning (e.g., shoreline adaptation to sea level rise) into the engineered designs.

GREATER FUNDING OPPORTUNITIES

As municipalities realize the benefits of (and the costs associated with) waterfront revitalization projects as a successful economic development strategy, they can develop a framework that leverages alternative funding sources to supplement the municipality's own funding mechanisms. Federal, state, local communities, and non-profits offer funding opportunities for parks, trails, and beaches for resource preservation, mitigation, and enhancement; economic stimulation and recovery; and education opportunities on the waterfront. By including potential alternative funding sources upfront in the design planning efforts, the City can open up opportunities for additional funding mechanisms to help realize its vision in a purposeful and cost-conscious manner. M&N can work with the City to identify and obtain practical grant funding.

RESILIENCY PLANNING AND SEA LEVEL RISE

Resilient planning and design is about applying standards and knowledge to a design or plan such that it will withstand or recover quickly from damaging forces and be adaptable to changing coastal hazards. M&N, as leaders in infrastructure, has provided resilient design for more than 80 years in some of our most challenging environments. These "water" environments are under constant stress from daily norms to storm driven extremes and increasing SLR.

EXPERIENCE WITH VARIOUS REGULATORY PERMITTING AGENCIES

Kim Garvey, the Project Manager and Permitting Lead for this on-call contract, has obtained over 50 regulatory permits for coastal projects. Agencies include:

- California Coastal Commission
- California Department of Fish and Wildlife
- U.S. Army Corps of Engineers
- Regional Water Quality Control Board
- NOAA National Marine Fisheries
- U.S. EPA
- U.S. Coast Guard
- California State Lands Commission
- California Department of Fish & Wildlife



Kim played a major role in the Newport Harbor public docks rehabilitation, Lafayette Walkway, American Legion, and Central Avenue Public Dock projects—obtaining permits from regulatory agencies. She also worked closely with City staff to obtain grant funding for Central Avenue project.

As a coastal engineer herself, Kim is an effective liaison between M&N engineering staff and regulatory agencies.

SLR and climate change are increasingly significant topics, as local, state, and federal governments are threatened by rising water levels and developing a variety of adaptation plans in response. Communities in general are becoming more sensitive to addressing the threat given the guidance issued by state agencies like the Ocean Protection Council and California Coastal Commission. Responding to SLR is not as simple as “building it higher,” because of the significant infrastructure already in place such as recreational facilities, parks, homes, and businesses, which limit the ability to simply elevate the waterfront areas or build higher seawalls.

Over the years, our coastal engineers have routinely evaluated local and global sea level as part of coastal flood protection projects, and they are very familiar with risk-based, probabilistic methods used in project life-cycle analysis and risk assessments to inform the design process. We are particularly qualified to assess the vulnerability to SLR and to develop adaptation/mitigation strategies in a manner that responds to the needs of project sponsors, owners, government agencies, and local communities. For example, we recently prepared a Coastal Hazards Analysis for the American Legion Bulkhead Repair Project, in compliance with City and Coastal Commission requirements.

As recognized in the City’s Local Coastal Program, resiliency is about looking forward, it is applying resilient design in an uncertain future. It is evaluating within this uncertainty the expected project life, reasonable projections of yet unrealized risk, the consequences of failure, and measures to mitigate those consequences. It is developing creative and responsible solutions for communities, the built environment, and the natural environment that allow for continued use or in some extreme cases allows for the natural adaptation of the land to another use better suited to evolving and ever-increasing risk.

PROJECT IMPLEMENTATION APPROACH

Our approach is to continue to serve the City as an extension of staff and provide information and guidance when needed. Our past project experience with the City illustrates our responsiveness to provide immediate support for time-critical needs like regulatory responses and public meeting preparation.

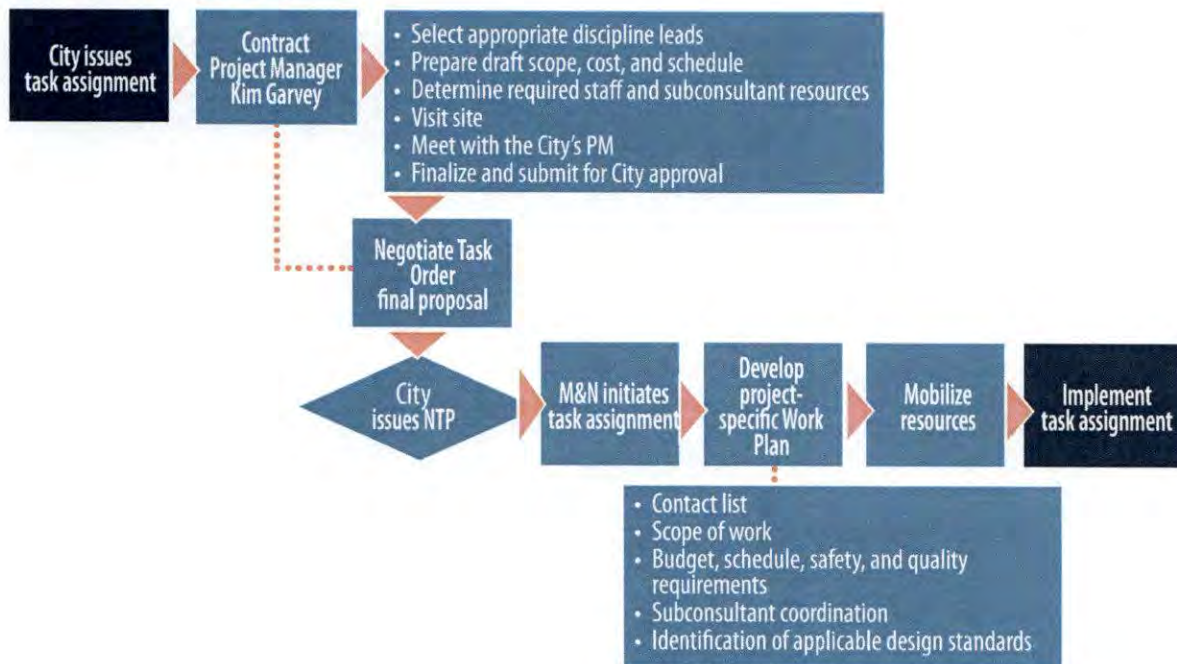
The M&N team organization and management approach will provide the City with an efficient and effective partner to execute tasks under this contract, regardless of project size. Ms. Garvey will serve as the contract Project Manager, the City’s primary point of contact for service requests, and lead the M&N and subconsultant team of accomplished engineers, environmental scientists, biologists, and planners, all of whom have experience working in Newport Beach. We understand that each project executed under this contract has different objectives and requires a different and unique approach designed to provide the most cost-effective solution or product. However, each project will be implemented with the same general process, as summarized below to meet the project’s overall goals and objectives. As with many as-needed contracts, smaller tasks may arise and M&N’s quality management system is established to allow staffing and process steps to be scaled down to match the level of effort and budget without compromising the quality of the deliverables.

EMERGENCY AND SHORT NOTICE RESPONSE EXPERIENCE:

The M&N Costa Mesa office is located within 10 minutes of City Hall. Staff can easily attend meetings in person and can respond rapidly when project needs dictate a quick response. The team understands that access is critical to respond to emergencies, and a quick and efficient response time is the priority. M&N confirms it’s ability to provide services on short and emergency notice.

Our emergency response experience includes M&N providing support during the 2021 oil spill, in which we conducted water quality monitoring along the Southern California coastline, including with the Newport Beach Seminouk Slough which was cut off from tidal circulation due to the closure of the Santa Ana River ocean outlet.

TASK MANAGEMENT PROCESS



ASSIGN THE RIGHT TEAM MEMBERS

Effective project delivery begins with the right people. Key personnel, staff, and subconsultant team members were carefully selected because of their specific expertise, local experience, depth of resources, and redundancy to avoid potential or perceived conflicts of interest. This team was selected to address the City's needs for experts capable of responding to the unique challenges faced in designing marine structures.

Project Manager, Kim Garvey, understands that each project is unique. She will tailor resources to the specific needs and requirements of each Task Order. The variables that impact scope, budget, and schedule, such as long-lead items, utilities, permitting, etc. will be identified. Mitigated measures and contingencies to minimize and avoid risks and challenges will be developed.

Upon receipt of a Task Order, Ms. Garvey will assign key discipline leads and project personnel based on relevant skill sets, availability, cost effectiveness, while optimizing meaningful subconsultant participation. The process has been proven effective on hundreds of mid-size to large task order assignments.

PROCEDURES FOR MONITORING PROGRESS AND COST CONTROLS

The most effective way to maintain control over cost and schedule is to properly scope the project; communicate the scope, cost, and schedule to the project team; and aggressively monitor progress through continuous communication and available technologies. Ms. Garvey or the designated task manager will monitor budgets weekly for staff and monthly for subcontractors using M&N's accounting system. The timesheet and invoicing software licensed by M&N is used to track budgets. Data will be compared to in-progress and completed work.

Ms. Garvey and designated task managers will be responsible for maintaining project schedules. Microsoft Project is used to develop and monitor schedules. It will be monitored against work progress through continuous communication and regularly scheduled team meetings.

QA/QC

Collaboration and teamwork by every individual involved in the project is essential for the successful completion of the project on time and within budget. While quality assurance components relate to the early prevention of errors and omissions, the quality control component is geared to the systematic elimination of defects in the final construction documents.

The M&N team strives for excellence in the quality of all work performed and delivered. M&N has a formal Quality Assurance/Quality Control Project Management System (QMS), and Improvement Program, which is partly illustrated by the graphic to the right. The purpose of the QMS program is to specify the documentation and appropriate senior reviews needed to ensure that a project is meeting M&N Team quality standards and regulatory, industry, and City-approved standards.

The firm's documented, process based ISO 9001 Certified QMS is rigorous and applied at all levels of the organization. The firm-wide quality procedures requires the development of a project-specific quality plan for each project which incorporates client-specific quality procedures and other discipline-specific requirements as necessary.



QMS PROGRAM

EXHIBIT B

SCHEDULE OF BILLING RATES

Exhibit B - Billing Rates

RATE SCHEDULE FOR PROFESSIONAL SERVICES

PROFESSIONALS	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
	Principal Engineer/Scientist	\$350.00
	Supervisory / Senior Engineer/Scientist	\$320.00
	Engineer/Scientist IV	\$290.00
	Engineer/Scientist III	\$270.00
	Engineer/Scientist II	\$260.00
	Engineer/Scientist I	\$220.00
	Staff Engineer/Scientist	\$210.00
	Staff III	\$190.00
	Staff II	\$180.00
	Staff I	\$160.00
	Field Tech II	\$150.00
	Field Tech I	\$120.00
	Clerical	\$110.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +10%
Reproductions	- In House	
	Mylar Plots (B/W)	\$2.70/SF
	Color Plots	\$4.90/SF
	Vellum Plots (B/W)	\$1.70/SF
	Bond Plots (B/W)	\$1.10/SF
	Drawing Reproduction	Cost +10%
	Document Reproduction	\$0.17/sheet
	- Outside Reproduction	Cost +10%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost
High Power Computer Usage		Cost

*** The amount to be charged for any and all reimbursable expenses must be included in the Letter Proposal and shall be subject to approval by the City.

EXHIBIT C

INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
 - D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents,

volunteers and employees shall be included as additional insureds under such policies.

C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten

(10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types

of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed

until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.