

ATTACHMENT A

ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH ANCHOR QEA, INC. 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 ANCHOR QEA, INC., a Washington Corporation ("Consultant"), whose address is 1201 3rd Avenue, Suite 2600, Seattle, WA 98101, 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.

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 Adam Gale 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, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which may arise from (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. Notwithstanding the foregoing, indemnification for Consultant's professional negligence is limited to the extent of Consultant's professional negligence.

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. The Consultant shall be permitted to retain copies of all files.

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: Steve Cappellino
Anchor QEA, Inc.
1201 3rd Avenue, Suite 2600
Seattle, WA 98101

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.

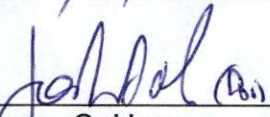
28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[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: 3/27/25

By: 
Aaron C. Harp
City Attorney

ms
3/24/25

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: ANCHOR QEA, INC., a
Washington Corporation

Date: _____

By: _____
Adam Gale
Member

Date: _____

By: _____
Michael Whelan
Member

[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 requested as part of this RFP for on-call marine / coastal engineering services. Consultant will be responsible for deploying and storing any vessels or equipment related to services.

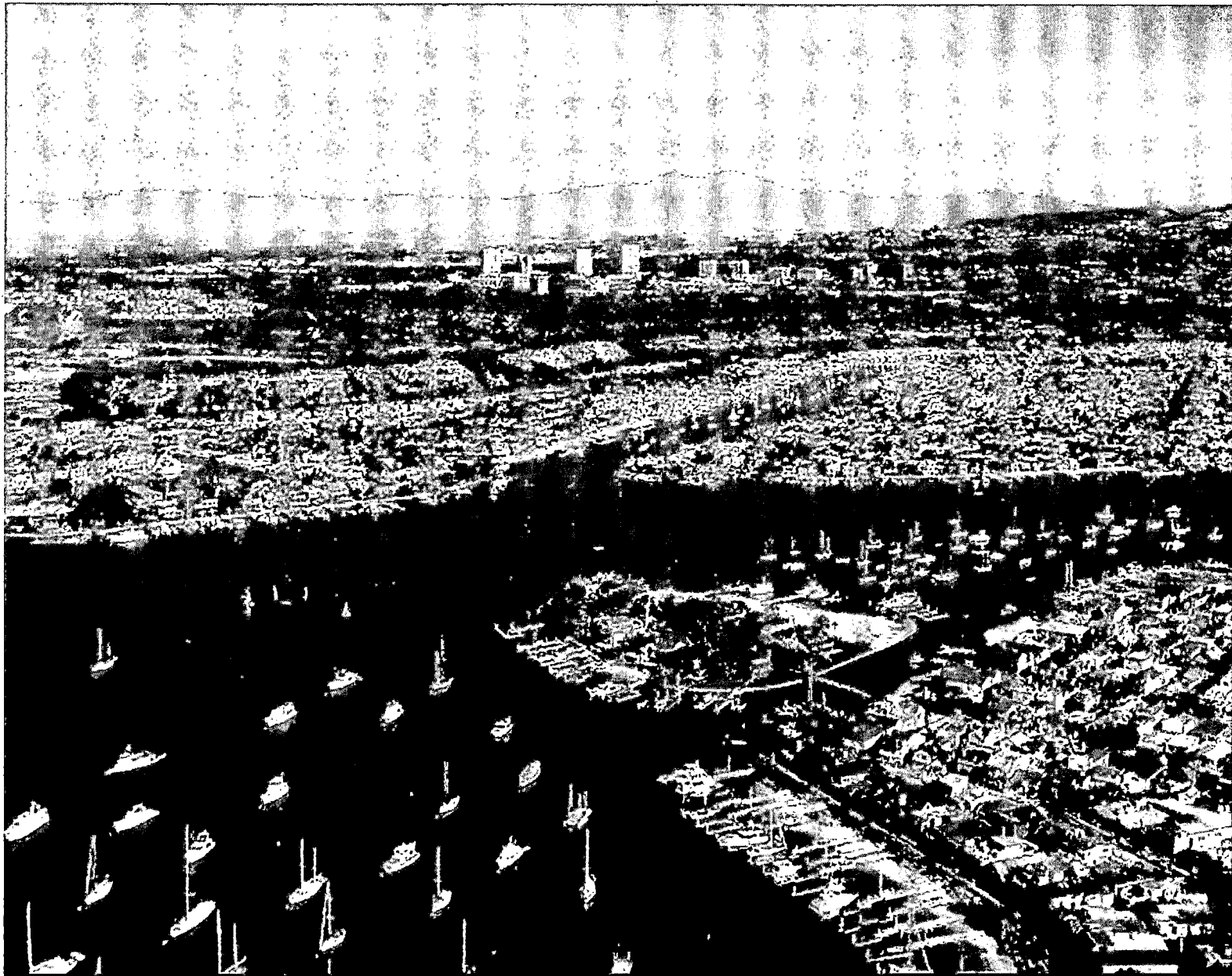
ON-CALL MARINE / COASTAL ENGINEERING SERVICES

On-Call Professional Marine / Coastal Engineering Services may 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.



March 2025

CITY OF NEWPORT BEACH (RFP NO. 25-40)



On-Call Marine/Coastal Engineering Services

Submitted by Anchor QEA

STATEMENT OF QUALIFICATIONS

Anchor QEA's proposal is formatted as requested in the RFP submittal checklist. This section summarizes the three key elements of our proposal as outlined in the RFP proposal checklist and detailed in the following sections. All forms are provided in Appendix A.

Summary of Key Elements

Qualifications/Experience of Key Personnel

For over 20 years, Anchor QEA has developed a comprehensive team to deliver the incremental steps necessary to achieve the City Council's and Harbor Commission's long-term vision to restore control of the harbor to City staff and reestablish the harbor to its original authorized depths. Our team is led by qualified staff who work daily with the City, building long-term trust and consistently meeting new challenges that arise. For the organizational chart and to read about our proposed staff, see the full Qualifications/Experience of Key Personnel section starting on page 3.

Our project manager, Adam Gale has served as an extension of City staff since 2011 and has nearly 20 years of experience navigating complex regulatory settings, as exemplified by his work on the RGP 54 program, the Balboa Yacht Basin Dredging and Marina Design project, and ongoing efforts to support the Lower Newport Bay Federal Channel Dredging project.

Method of Approach/Project Approach

Understanding of the City. The Anchor QEA project team has worked closely with City staff, the Public Works Director, City Council, and the Harbor Commission. This collaborative effort has guided the City to define a strategy to meet the long-term vision for restoring control of the harbor to City staff and reestablishing the harbor to its original authorized depths.

Ability to Deploy Appropriate Resources. Our team includes local planners, scientists, engineers, biologists, and surveyors with a proven record of delivering technical support to meet the City's goals and objectives. This local network is augmented by technical staff throughout the country; access to staff with very specific technical expertise (such as direct experience in presenting the mercury cycle) was critical during the Lower Newport Bay CAD Construction Project EIR in responding to complicated topics during the public notice period.

Availability to Complete Both Small- and Large-Scale Projects. Our team has provided support to the City ranging from the relocation of U.S. Coast Guard buoys, to processing RGP 54 permit applications, to developing a sediment management plan that identifies a pathway to dredge all areas of the harbor. Each project, whether small- or large-scale, is managed locally while bringing in other critical technical support staff throughout the country, as needed.

Anchor QEA Knows Newport Harbor

We have been part of nearly every harbor dredging project (both at the local and federal level) since 2003.







We have performed City conditions surveys along 20 miles of bulkheads and slope protection structures within the harbor.

We manage the City's RGP 54 agency process and Newport Eelgrass Management Plan.

Our staff developed the City's initial waterfront design guidelines and subsequent revisions and have provided design and permitting services for more than 40 marine structures in the harbor.

Scope of Services Overview

To emphasize our team's qualifications and experience, this proposal includes icons for RFP requested services:

	Sediment/Water Quality Investigations
	Design and Permitting of Marine Structures and Bulkheads
	Design and Permitting of Dredging Projects
	CEQA and Environmental Permitting
	Project Management, Agency Negotiations, and Public Outreach
	Eelgrass Management and Mitigation

Reference/Recent Project History

Anchor QEA is the region's leader in marine engineering services, having performed these services for nearly all coastal cities and ports in Southern California.

In addition to providing support directly to the City, Anchor QEA also supports an extensive list of local private clients. This work includes assisting with dredging, bulkhead repairs, dock design, environmental compliance, and large-scale waterfront developments. Our clients can attest to our creative solutions and ability to provide excellent client service, control costs, and maintain project schedules. Our references are provided with recent project history descriptions (starting on page 12). A summary of feedback from our clients is shown to the right.

The following table highlights select relevant experience for governmental agencies. Our team's project experience is further detailed in the following proposal.

PROJECT HISTORY

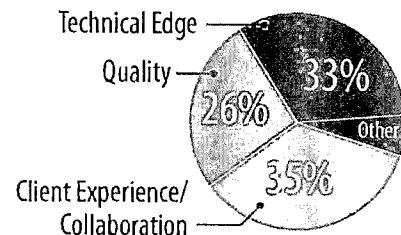
Projects (Location)	Sediment/Water Quality Investigations	Design and Permitting of Marine Structures and Bulkheads	Design and Permitting of Dredging Projects	CEQA and Environmental Permitting	Project Management, Agency Negotiations, and Public Outreach	Eelgrass Management and Mitigation
Lower Newport Bay CAD Construction Project (Newport Beach)	•	•	•	•	•	•
Rhine Channel Sediment Cleanup/Lower Newport Bay Dredging (Newport Beach)	•	•	•	•	•	•
Lower Newport Bay Phase I/II Maintenance Dredging (Newport Beach)	•	•	•	•	•	•
RGP 54 Program Management Support (Newport Beach)	•		•		•	•
Marina Park Development (Newport Beach)	•	•		•		
Newport Marina Maintenance Dredging (Newport Beach)	•	•	•	•	•	•
Balboa Marina Maintenance Dredging and Dock Replacement (Newport Beach)	•	•	•	•	•	•
Back Bay Landing/Bayside Marina Village Project (Newport Beach)	•	•	•	•	•	•
Channel Road Marina Dock Replacement (Newport Beach)	•	•	•	•	•	
American Legion Maintenance Dredging (Newport Beach)	•	•	•		•	
Colorado Lagoon Restoration (Long Beach)	•	•	•		•	•
Alamitos Bay Marina Rehabilitation (Long Beach)	•	•	•		•	
Peter Archer Rowing Dock (Long Beach)	•		•		•	
San Diego Shipyard Sediment Remediation (San Diego)	•	•	•		•	
Portofino Cove Maintenance Dredging (Huntington Harbour)	•		•		•	•
IR Site 7 (West Basin) Sediment Remediation (Long Beach)	•	•	•		•	
Port of Hueneme Dredging and CAD Site Construction (Port Hueneme)	•	•	•		•	

How Do Clients Rate Our Services?

We surveyed more than 70 of our existing clients to learn more about their views of our client services. On a scale of 1 to 10, with 10 being "extremely satisfied," our clients responded as follows:



Why Do Our Clients Choose Us?



QUALIFICATIONS/EXPERIENCE OF KEY PERSONNEL

Anchor QEA has supported the City Harbor Resources Division and Public Works Department with meeting its goals and long-term vision of the harbor for over 20 years, and we have established a trusted relationship with the City due to demonstrated successes on previous projects.

Our key staff and supporting team clearly understand and have experience with all phases of implementing a project with the City and can provide efficiencies that reduce delays and costs throughout an entire project.

“Anchor QEA has done an exceptional job assisting the City of Newport Beach with preparing, planning, design, sediment testing, engineering and permitting for the Lower Bay Dredging CAD project [...] They have excellent organizational skills and also provide highly technical assistance on this extremely complicated project.”

– Chris Miller, City of Newport Beach

Project Management

Our team will be led Adam Gale, as project manager. Adam has extensive working relationships with the City and provides support on the current On-Call Marine Engineering Services Contract.



Adam Gale

Adam has been supporting the City for more than 10 years and will be the primary point of contact for this contract. He has more than 20 years of experience in environmental planning and permitting, including design and construction work.

Adam has provided direct project management and strategic support to the City through evaluating permitting options for various projects, ongoing management of the RGP 54 program, and daily discussions with City staff managing the Lower Newport Bay CAD Construction project. He was a member of the City's dredging subcommittee responsible for developing a more effective and improved RGP 54 that directly addresses maintenance dredging needs of residents and commercial property owners.

Adam is currently managing implementation of the RGP 54 program, Balboa Yacht Basin Marina Design project, and Federal Channel Dredging project, including overseeing all aspects of the design, public outreach, and preparation of environmental documentation. Adam also supports numerous private clients in Newport Beach.

Benefit to the City: Adam consistently serves as an extension of City staff, representing the City through negotiations with regulatory agencies and through communication with residents. That relationship, coupled with his extensive regulatory support, is founded on deep trust and commitment to the City and will contribute to the overall success of this contract and to deliver projects on time and within budget.

Team Organization

Our organizational chart shows the entire Anchor QEA team, including all prime contractor and subcontractor roles and responsibilities. Our team is fully committed and available to successfully deliver the services under this contract. Our staff were selected for the team based on their expertise, availability, and accessibility.

Adam Gale will ensure the City's expectations are met. He will work closely with our team and City staff to confirm that the appropriate staff are involved at the appropriate times and to the extent required as the work progresses.

Ability to Provide Short-Notice Services

Anchor QEA's Irvine and Long Beach offices are staffed with diverse expertise, covering many of the services required for this contract.. Our team's presence in Orange County allows us to attend to project matters on short notice and physically participate in meetings and site visits without added travel.

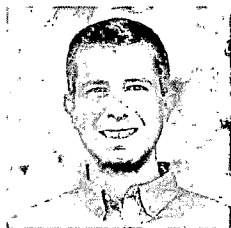
ORGANIZATIONAL CHART



LEGEND: Bold text indicates lead role ¹ Marine Taxonomic Services, Ltd. (MTS)

Key Personnel

Project success can be directly attributed to the team's insight, creativity, technical ability, and experience as well as the key personnel's ability to work together and with the City's project manager. We have carefully chosen our key personnel based on these qualities and their success on similar projects for the City.



Fred Massabki, PE (PE No. C70423)

Waterfront Design and Engineering Lead

Education:

MS, Civil Engineering,
University of California,
Los Angeles, 2004

Relevant Background:



Fred has 20 years of experience in project management and engineering design. He has assumed lead roles on several projects working directly with clients, local government, and various project permitting agencies to lead waterfront projects from planning to construction. His engineering practice focuses on waterfront projects, including recreational marinas, seawalls, and container terminal facilities, with an emphasis on site utility and grading/paving, quality assurance/quality control, and computer-aided design (CAD).

Fred's areas of expertise include small craft marina master planning and design; marine terminal master planning; National Fire Protection Association, California State Parks Division of Boating and Waterways, and Americans with Disabilities Act (ADA) compliance; specifications; plan check and entitlement permitting; condition assessments; and construction support services. Fred was the civil engineer for the Balboa Islands Seawalls in City of Newport Beach, and the Scorpion Pier Replacement and Anacapa Island Pier Rehabilitation in Ventura.



Michael Whelan, PE (PE No. C030661)

Dredging and Sediment Management Lead

Education:

MS, Geotechnical
Engineering, MIT, 1994

Relevant Background:



Michael's 26 years of experience as a civil, environmental, and geotechnical engineer include management, design, and oversight of coastal development projects for sediment and nearshore sites throughout the United States. His extensive experience with waterfront structures design and implementation, coupled with his background in geotechnical and environmental engineering, allows him to develop cost-effective and readily constructible designs for projects involving pile embedment, beach nourishment, waterfront cleanup, shoreline slope stabilization, berth deepening, habitat improvement, and material containment and capping.

Michael is the engineer lead for the current Lower Newport Bay CAD Construction project and has supported the City on a range of projects from the Rhine Channel Sediment Cleanup to the Lower Castaways seawall assessment, among other projects over the past 19 years. His broad field expertise includes managing construction, leading field exploration and laboratory testing programs, and assessing seismic effects on marine structures and slopes.



Chris Osuch

Sediment and Water Quality Lead

Education:

BA, Environmental
Studies, University of
California, Santa Barbara,
1998

Relevant Background:



During his 24 years of professional experience as an environmental scientist, Chris has managed, monitored, and provided technical expertise on dredged material management, sediment and soil chemical characterizations, water quality monitoring programs, and aquatic toxicology. He has conducted extensive dredged material evaluations to determine suitability for open-water disposal, beneficial reuse, or upland placement, as well as water quality monitoring projects to assess impacts of discharge and demonstrate permit compliance. As part of this work, Chris provides sample collection, interpretation of data results, and preparation and QA/QC of environmental documents, resulting in the development of successful approaches to remediation.

Chris actively managing three sediment characterization studies for ocean disposal and/or beach nourishment following the Southern California DMMT process.



Marine Vié

Environmental Compliance and Permitting Lead

Marine is an experienced environmental planner and permitting specialist with a strong background in CEQA, NEPA, and regulatory compliance. She has extensive experience processing permit applications, preparing regulatory compliance documents, and coordinating agency approvals for marine, coastal, and dredging projects. She has managed and contributed to over 25 permitting packages, securing approvals from key agencies.

Education:

LLM (Master of Laws),
University of Montreal,
2016

Relevant Background:



Prior to joining Anchor QEA, Marine worked in the maritime sector, including at the Port of New Orleans and the International Institute for Sustainable Seaports. Additionally, her expertise in biological resource permitting, sediment characterization, and mitigation planning ensures that projects comply with environmental regulations while balancing engineering feasibility and ecological sustainability. Marine played a key role in Newport Beach's RGP 54 program, assisting with individual permit applications and securing regulatory approvals.



Megan Collins, PE (PE No. C78997)

Hydrodynamic and Sediment Transport Modeling Lead

Megan is a recognized expert in hydrodynamic and sediment transport modeling, with 18 years of experience leading coastal and marine engineering projects. She has led modeling of hydrodynamic processes, sediment transport, and dredging activities, ensuring data-driven decision-making to support infrastructure development, habitat restoration, and regulatory compliance.

Education:

MS, Civil and
Environmental
Engineering, Stanford
University, 2007

Relevant Background:



Megan has worked extensively with regulatory agencies, including the Dredged Material Management Team (DMMT), USACE, and California Coastal Commission, ensuring projects meet stringent environmental and permitting requirements. Megan has also contributed to RGP 54 compliance and improvements, sediment management planning, and the beneficial reuse of dredged material, ensuring marine engineering designs are developed with regulatory and ecological considerations in mind.



Robert Mooney, PhD

Eelgrass Management and Mitigation Lead

Robert is a marine scientist and statistician with more than 20 years of experience as a professional biologist and marine biological consultant in Southern California. He has extensive marine biological experience in various habitats and has worked in challenging offshore environments ranging from Alaska and British Columbia to Southern California.

Education:

PhD, Conservation Biology,
University of British
Columbia, 2000

Relevant Background:



Robert has performed hundreds of research dives to monitor marine resources in Southern California. He has also managed a wide array of sediment quality studies and invasive species projects as well as other biological surveys. Robert is a certified Caulerpa (*Caulerpa taxifolia*) diver and has experience performing Caulerpa and eelgrass surveys throughout Southern California. He managed the team that eradicated Caulerpa in Agua Hedionda Lagoon and Huntington Harbour.

Subcontractors

Our team will be supported by contractors who have long working relationships with Anchor QEA and considerable experience working in Newport Harbor.

Eurofins Calscience, Inc. Laboratory Analyses: Analytical Chemistry	Eurofins Calscience has provided analytical testing of environmental matrices since 1986. They are an accredited local laboratory that has performed all analytical work for Anchor QEA in Newport Harbor.
GeoTesting Express Beach Nourishment Testing	GeoTesting Express' fully equipped laboratories perform more than 100 different soils tests to determine physical and mechanical properties. They provide these services in support of all types of earthwork applications with automated equipment that permits them to run any type of consolidation, triaxial, or direct shear test a client specifies.
Leviathan Environmental Services Field Sampling	Leviathan provides marine and aquatic services for environmental monitoring. They have an extensive inventory of sediment and water sampling equipment and research vessels, including a 22-foot aluminum inboard jet vessel equipped with a hydraulic A-frame and davit for sample collection. Leviathan has worked with Anchor QEA staff for more than 10 years and most recently provided the field equipment for sampling during the RGP 54 reauthorization and Federal Channel sampling effort.
Marine Taxonomic Services, Ltd. Field Sampling, Surveying: Eelgrass and Caulerpa	MTS is a small business that provides eelgrass and Caulerpa surveys for dredging and development projects. They have conducted numerous investigations for Anchor QEA, many of which have been in Newport Harbor.
Nautilus Environmental Laboratory Analyses: Bioassay Testing	Nautilus (formerly Enthalpy Analytical) is a full-service biological testing laboratory validated by USACE and accredited by A2LA and AASHTO's Accreditation Program. They conduct a full range of marine water column and sediment tests to support TMDL special studies, dredging programs, and stormwater evaluations. Nautilus has conducted numerous tests for Anchor QEA-led projects in Newport Harbor.
Physis Environmental Laboratories, Inc. Laboratory Analyses: Analytical Chemistry	Physis is a leading-edge commercial chemistry laboratory in Orange County that provides analytical services. Their services include analysis of nutrients, general constituents, trace elements, and trace organic compounds, providing historical, current-use, and potentially impactful water, sediment quality, and correlative bioaccumulation tissue characterizations. Physis analyzes waste, riverine, marine and stormwater, sediment, bioaccumulative animal and plant tissue, and aerial deposition samples meeting standard detection levels, lower required reporting limits, and ultra-low target reporting limits.
Woolpert, Inc. Surveying: Topographic and Bathymetric	Woolpert is a hydrographic survey and vessel positioning/instrumentation firm. They maintain an extensive equipment and vessel fleet to support work required by public and private entities. Woolpert completes multibeam, singlebeam, side-scan, mobile LiDAR, topographic, and water-level surveys. Their projects are led by professional licensed surveyors and National Society of Professional Surveyors-The Hydrographic Society of America (NSPS-THSOA) certified hydrographers.
Zephyr Work Boats, LLC Field Sampling	Zephyr is an environmental research support boat company that offers a work platform for a wide range of maritime projects. The vessel and equipment specialize in sediment collection via Vibracore and "Power Grab" Van Veen core samplers and allows a variety of water quality sampling equipment. The Landing Craft vessel offers an open deck space and A-frame lifting capabilities that make for a great work platform.

METHOD OF APPROACH/PROJECT APPROACH

The Anchor QEA team can provide all services requested in the RFP scope of services, as summarized below.

Understanding of the City and Services Requested

The City Council and Harbor Commission objectives have a vision for restoring control of the harbor to City staff and reestablishing the harbor to its original authorized depths. This means allowing City staff to:

- Manage harbor needs (e.g., dredging, dock and seawall repairs, and eelgrass management) at the local level instead of through lengthy and expensive permitting processes managed by regulatory agencies; and
- Restore the navigable depths authorized by USACE, including managing unsuitable material not available for ocean disposal

Anchor QEA staff routinely attend City Council, Harbor Commission, and Staff Working Group meetings, both as attendees and participants, which we feel is crucial for staying abreast of the City's needs and goals. With the RGP 54 and the anticipated Lower Newport Bay Federal Channel Dredging project in the upcoming months, Anchor QEA has consistently supported the City in restoring control of the harbor to City staff and reestablishing the harbor to its original authorized depths.

A History of Partnering with the City

Since 2003, Anchor QEA has supported Harbor Resources and Public Works staff in realizing their short- and long-term goals. We have provided services such as sediment management planning, sediment remediation, engineering design, bid support, construction management, and permitting. We consistently demonstrate our philosophy of working as a partner with the City by providing the scientific and technical support needed to address emerging regulatory challenges.

Because we support the City through multiple departments and have worked directly with staff at all levels, including current and former City Council members and Harbor Commissioners, we understand all of the steps involved in executing a project from concept to construction and how the various City departments support that process at each step along the way. Assuming the role as an extension of the City allows us to support with minimal direction and oversight, further conserving valuable City resources, as evidenced by our work on RGP 54 and the Lower Newport Bay Federal Channel Dredging projects.

Experience and Qualifications to Perform Scope of Services

Anchor QEA specializes in aquatic, shoreline, and water resource projects. We have extensive engineering design and environmental support experience and have assisted cities, counties, and ports with harbor maintenance, capital projects, and marine infrastructure.

We understand current harbor and marina issues and actively contribute to the industry by serving on the board of directors of the Marina Recreation Association, American Society of Civil Engineers Ports and Harbors Group, Western Dredging Association, and California Marine Affairs and Navigation Conference. Our staff are leaders in the field of dredging and dredge material management both nationally and regionally. Anchor QEA developed the two primary sediment management guidance documents that are used for all Southern California dredging programs: CSTF LTMS and the USACE Los Angeles DMMP. We are also leading the development of the Harbor Toxics TMDL program for the Ports of Long Beach and Los Angeles that will be used as the model for implementing all other regional TMDLs.

Anchor QEA has led more sediment and water quality investigations within Newport Harbor than any other firm. Our support started in 2003 with the Rhine Channel Remedial Investigation where we worked with Orange County Coastkeeper to collect and analyze sediments to develop a remediation strategy. As part of the Rhine Channel Sediment Cleanup in 2011, Anchor QEA led confirmatory sediment sampling and water quality monitoring during construction, as well as post-construction sediment sampling in accordance with Regional Water Quality Control Board (RWQCB) requirements. Water quality monitoring included two special studies to characterize suspended sediment plumes in the channel and examine the potential for toxic effects. Based on the results of these studies and close coordination with the RWQCB, it was determined that turbidity concentrations were not high enough to cause significant impacts to the aquatic environment, which allowed construction to continue without delay.

In 2012, shortly after completing the Rhine Channel Sediment Cleanup, Anchor QEA started work on the Lower Newport Bay Federal Channel Dredging project with the City and USACE. This work included regular water quality and sediment monitoring during construction, as well as a special study to develop a transmissivity threshold for the protection of sensitive resources (i.e., eelgrass beds). During construction and management of the work, we had staff in Newport Harbor almost daily for more than 2 years.

From 2017 to 2019, Anchor QEA led the pre-dredge sediment characterization for the next round of dredging within the Federal Channels. Over 1 million cubic yards of sediment was evaluated for ocean disposal or beach nourishment in accordance with regional and federal guidance following the DMMT process. Extensive agency negotiations were completed as part of the Federal Channel sampling that resulted in a higher threshold that allowed more dredged material to be taken to the open ocean disposal site. This was precedent setting and will ultimately result in significant cost savings to the City during construction. Following the completion of the characterization, Anchor QEA developed a Sediment Management Plan for management of clean and contaminated sediment from the Federal Channels, conducted multiple Tier I evaluations to extend the sediment suitability determination, and supported the City with the USACE's characterization of Federal Channel sediments in 2024, including peer review of Sampling and Analysis Plans (SAPs) and Sampling and Analysis Reports (SARs).

From 2013 to 2023, Anchor QEA led three bay-wide sediment investigations to renew the sediment suitability determination for RGP 54. Anchor QEA is currently characterizing sediment from Balboa Yacht Basin for beneficial reuse at the Port of Long Beach's Pier G Fill Site. Separate from these City projects, Anchor QEA has provided almost constant field sampling and analyses support to several private marinas and residences within Newport Harbor. In addition to our experience in Newport Harbor, Anchor QEA has performed similar services for other cities in Southern California, including Long Beach, Huntington Beach, and Port Hueneme, since 2001.

All this work required development of SAPs and SARs, and constant meetings and interaction with the DMMT and/or individual agencies. Testing has included physical and chemical analyses of sediment, tissue, and/or elutriate; geotechnical testing; and/or biological testing. In addition, Caulerpa and eelgrass surveys were required for much of the work.

Design and Permitting of Marine Structures and Bulkheads (Scope Items 1, 5, 10, 16)

Marine structures for public facilities include docks, piers, wharfs, and gangways. Our team has experience permitting and designing these structures to meet all regulatory requirements, including Americans with Disabilities Act (ADA) requirements for public access. Our bulkhead, seawall, and revetment experience includes cantilever and gravity walls; tie-back systems using earth anchors, traditional tie rods and deadman anchorage systems, and pile bracing systems; concrete, steel, and vinyl sheetpile systems; timber bulkheads; and rock revetments.

For various bathymetric surveys within docks, marinas, small confined channels, and larger main channels, we propose to use Woolpert, a surveying and bathymetric survey company specializing in bathymetric surveys in and around marinas and large bodies of water.

Anchor QEA staff have worked on numerous waterfront structures and facilities in Newport Harbor, both as an extension of the City as well as for commercial and residential property owners and developers. This work includes new seawall installation; existing seawall repair or rehabilitation; marina rebuilds, repairs, and improvements; dock, access piers, and gangway replacements; and landside infrastructure and facility improvements. Several projects have included dredging and eelgrass mitigation measures.

Randy Mason participated in the development of a comprehensive 2010 sea level rise report for the City that evaluated seawall conditions and stability and investigated historic seawall overtopping and flooding from storm events, high tides, and anticipated impacts from future predicted sea level rise. Subsequently in 2011, Anchor QEA staff began working on designs to rehabilitate Balboa Island seawalls that involved development and evaluation of multiple options to replace and raise the seawalls. In addition to engineering design, this work included supporting the City's community outreach efforts and making presentations to City officials and other stakeholders.

In 2016 and 2017, Anchor QEA provided temporary design support for the Grand Canal seawalls through placement of large quantities of sand along each seawall. Most recently, Anchor QEA supported the City by preparing a Flood Risk Assessment and Bulkhead Structural Integrity Study involving surveys of approximately 20 miles of in-place public and private property bulkheads, seawalls, and other waterfront slope protection structures around Newport Harbor to support a City reporting requirement for FEMA.

Design and Permitting of Dredging Projects (Scope Items 2, 7, 8, 16)

Anchor QEA has led the design, permitting, and construction of more dredging projects in Newport Beach than any other firm in the region. Projects include Rhine Channel Sediment Cleanup, American Legion Dredging, Balboa Marina Redevelopment, Newport Marina Dredging, and Lido Island Dredging. Construction management was also performed for many of these projects.

Anchor QEA also manages all aspects and implementation of RGP 54. This includes processing all applications, agency notifications, and reporting. Most recently, we obtained approval for amendments to the RGP 54 in Fall 2024. The reauthorization extended the sediment suitability from summer 2023 and provided continuity to allow the City and its residents to conduct maintenance dredging for projects authorized prior to and following the most recent sediment suitability. Additionally, we have completed more than 50 small beach dredging designs under RGP 54. Our role on these projects has been to lead all tasks and operate as the primary point of contact for the City or residents.

CEQA and Environmental Permitting (Scope Items 12, 13)

Anchor QEA is a regional leader in permitting and CEQA support for marine construction projects. We have completed numerous initial studies, Mitigated Negative Declarations (MNDs), and full EIRs for similar projects. Within Newport Beach, we completed an MND for the Rhine Channel Sediment Cleanup and for several private residences and marinas. Most recently, we delivered a Certified EIR for the Federal Channel Dredging project and Lower Newport Bay CAD Construction project. This included extensive public outreach, public and agency input, and numerous public meetings with active and involved community members. The EIR was certified in May 2021 and immediately segued into the regulatory agency permitting, which was completed with all permits in hand in fall 2022.

Outside of Newport Harbor, we also completed several other CEQA documents, including MNDs and EIRs for marine engineering work at the Port of Hueneme; University of California, San Diego; and Port of Long Beach.

Project Management, Agency Negotiations, and Public Outreach (Scope Items 4, 11, 15)

Over the past 20 years, we have gained tremendous experience and exposure presenting to the City Council, Harbor Commission, and other smaller committees, such as Tidelands and Water Quality, on issues related to sediment management, Rhine Channel sediment remediation, and eelgrass management. Many of these projects, such as the reauthorization of RGP 54, included extensive public outreach to gather ideas for improving the permit conditions to gain favor with local businesses.

Developing a trusting relationship with the regulatory agencies starts with open communication and consistent compliance with permit conditions. Anchor QEA has been providing this support to the City for many years—originally as part of the Rhine Channel Sediment Cleanup and then later for other key projects such as Marina Park and the Lower Newport Bay dredging effort. In many of these efforts, our role has evolved from a support function to one where we are acting as an extension of City staff, helping to run the program as the City would internally.

The service is best demonstrated as part of our project management and implementation of RGP 54 where we manage all aspects of the program from agency interactions to meeting with permit applicants. There are many conditions required for this effort, and maintaining compliance with these requirements is an exhaustive task. Through our efforts and close coordination, the regulatory agencies have been more flexible with the City for the RGP 54 program—including less reporting—and are open to additional actions under the permit.

Eelgrass Management and Mitigation (Scope Item 9)

As part of RGP 54 permitting, Anchor QEA led the agency negotiations and final push to obtain approval of the City's Eelgrass Management Plan. Implementation of the plan requires extensive management and oversight and public outreach and education, in addition to exploring continuous ways to improve eelgrass planting techniques. A key to this success has been our relationship with Orange County Coastkeeper, which has been integrally involved in the eelgrass plan's success. Anchor QEA co-led a public presentation with the City and Coastkeeper on the history of eelgrass in Newport Harbor and how the eelgrass plan complements programs like RGP 54. In addition, we meet often with Coastkeeper to explore opportunities for new eelgrass mitigation techniques and outreach. Included in our team is MTS, which led the harbor-wide surveys in 2018, 2020, 2022, and most recently in summer 2024 and has been a key member of the team in meeting compliance with the City's Eelgrass Management Plan. In support of the plan, annual reports are prepared in compliance with the terms and conditions of the permits. The most recent 2024 annual report included an assessment of areas dredged under RGP 54 with a comparative analysis on regrowth between the 2018, 2020, 2022, and 2024 surveys. The results demonstrated that in most areas eelgrass has recovered within 2 years, which was the underlying assumption for the agencies to approve the plan.

EXHIBIT B

SCHEDULE OF BILLING RATES

Exhibit B

COST FILE

Anchor QEA key team member rate sheets are attached. All hourly rates provided are fully loaded. A 3% escalation will be applied every 2 years starting from the date of the executed contract (anticipated for April 15, 2025).

Costs for subcontractors that provide commodity services—such as field sampling, laboratory analyses, and surveying—will be provided on a project-by-project basis, as these costs are highly dependent on the nature and scale of the requested tasks.

Anchor QEA

2025 BILLING RATES

Professional Level Hourly Rates

Principal.....	\$343
Senior Manager.....	\$316
Manager.....	\$294
Senior Staff.....	\$263
Staff 3.....	\$230
Staff 2.....	\$205
Staff 1.....	\$173
Senior CAD ¹ Designer.....	\$179
CAD Designer.....	\$152
Senior Field Technician	\$164
Technician	\$153
Senior Technical Editor.....	\$184
Technical Editor.....	\$153
Senior Project Coordinator.....	\$175
Project Coordinator.....	\$145

Special Hourly Rates

National expert consultant.....	\$583
All work by a testifying expert.....	1.5 times professional level rate
Expert Advisor.....	\$431

EXPENSE BILLING RATES

Expense Rates

Technology Fee (of billed labor).....	5%
Mileage (per mile)	Current federal standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

*** Any and all expenses must be identified in the Letter Proposal and approved in advance.

¹ CAD: Computer-Aided Design

This is a company confidential document.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

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.