



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: October 15, 2024

Agenda Item: 11G

Submitted By: City Manager

Prepared By: Leslea Meyerhoff, Coastal Administrator

Subject:

CONSIDERATION OF A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO COASTAL FRONTIERS CORPORATION FOR OFFSHORE SAND SOURCE INVESTIGATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$796,266, ACCEPTING RELATED GRANT FUNDING, MAKING A SUPPLEMENTAL APPROPRIATION, AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

Approval of the Professional Services Agreement (PSA) will enable the City to retain Coastal Frontiers Corporation to conduct a sand source investigation for the offshore area using grant funds provided to the City through a California Coastal Commission grant executed in September 2024. Total compensation for these services shall not exceed \$796,266. There may be some additional staff time associated with coordinating with the team conducting the offshore investigation. This effort to locate additional offshore sources of beach quality sand deposits is an identified high priority coastal resiliency task.

Summary:

Before the City Council is the award of a professional consulting services agreement to Coastal Frontiers Corporation to support the identification of offshore sand sources necessary to support continued San Clemente Coastal Resiliency Plan implementation actions, efforts, and projects, and related actions.

Background:

In 2022, the City Council reaffirmed that the development of additional coastal resiliency projects delivering sand to the City's beaches remains a top near-term and long-term priority.

To date, the U.S. Army Corps of Engineers (USACE) Project placed 114,000 cubic yards of sand on the City's beaches in Spring 2024. In Summer 2024, the City implemented its largest ever opportunistic sand project at North Beach, placing 37,000 cubic yards of sand sourced from the upper Santa Ana River. Renourishment events for the federal beach sand project are planned to occur every five to six years through 2074.

There are two other local beach sand projects currently in the works including one million cubic yards of sand as part of the City's participation in the SANDAG Regional Beach Sand Project III and the OCTA plan to place 540,000 cubic yards of sand in San Clemente; neither of these projects have an identified sand source at this time.

Discussion:

The key coastal resource in the City is the sandy beach, which provides significant value to the community, region and state in terms of public enjoyment, no cost recreation, community well-being, quality of life, ecosystem services such as storm damage protection and coastal habitat for plants and animals.

A key recommendation of the 2021 Coastal Resiliency Plan was to identify additional sand sources that could be used to sustain a long-term, and comprehensive beach sand replenishment program. The USACE project utilized two offshore sand deposits. As a regional coastal resiliency leader, it is essential that the City begin to develop additional beach quality sand deposits in the offshore area that can be used to support beach sand replenishment programs in San Clemente. The CCC grant recently awarded to the City in 2024 will fully fund the identification of offshore sand borrow sites. The Professional Services Agreement under consideration will enable the City to retain a team of experienced experts to assist the City in locating more sand offshore of the City.

Council Options:

- Adopt Resolution No. 24-162, which would award a professional consulting services agreement to Coastal Frontiers Corporation, authorize the City Manager to execute the agreement, accept grant funding, make a related supplemental appropriation and find the project statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) of the state CEQA Guidelines.
- Modify and adopt Resolution No. 24-162.
- Continue the item and provide staff with an alternative direction.
- Do not approve Resolution No. 24-162, which would result in the City not entering into an agreement with Coastal Frontiers Corporation.

Environmental Review/Analysis:

This project is statutorily exempt under CEQA Guidelines Section 15262 “Feasibility and Planning Studies”.

Recommended Actions:

Staff recommends that the City Council adopt Resolution No. 24-162, which would:

1. Find the project statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) of the state CEQA Guidelines;
2. Award a professional consulting services agreement to Coastal Frontiers Corporation for offshore sand source investigation;
3. Authorize the City Manager to execute the professional consulting services agreement (Attachment 1) in an amount not to exceed \$796,266;
4. Accept grant revenues in the amount of \$800,000 to account #001-000-33446 (Coastal Grant Revenue); and

5. Make a supplemental appropriation of \$800,000 to account number 001-433-43695 (Professional Studies).

Attachment:

1. Resolution No. 24-162
2. PSA with Coastal Frontiers Corporation

Notification:

All proposers

RESOLUTION NO. 24-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDED A PROFESSIONAL SERVICES AGREEMENT FOR THE OFFSHORE BORROW SITE INVESTIGATION TO COASTAL FRONTIERS CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$796,266, ACCEPTING RELATED GRANT FUNDING, MAKING A SUPPLEMENTAL APPROPRIATION, AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15262 (FEASIBILITY AND PLANNING STUDIES) OF THE STATE CEQA GUIDELINES

WHEREAS, coastal erosion is a very significant problem in the City of San Clemente that threatens the public beaches and coastal public access, key public facilities, existing structures, and critical public infrastructure; and

WHEREAS, the City is actively developing a comprehensive, citywide coastal resiliency strategy using beach sand replenishment and sand retention as the primary means of restoring the sandy beach in the City; and

WHEREAS, based on emergency conditions on City beaches where there is no dry sand at high tide and public beaches, existing structures and critical public infrastructure including the railroad revetment is direct to direct wave attack and being undermined; and

WHEREAS, the City applied for, and was awarded, a grant from the California Coastal Commission to conduct an offshore borrow site investigation to identify new sand sources that could be used to sustain a long term and comprehensive sand replenishment program in the City; and

WHEREAS, pursuant to City policy 901-1, the City issued a Request for Proposals (RFP) in August 2024 and received several proposals and conducted interviews of all firms/teams submitting proposals; and

WHEREAS, Coastal Frontiers Corporation submitted the most responsive proposal based on cost, schedule, experience, and project understanding, is an experienced and qualified contractor with the qualifications to conduct the offshore sand source investigation on behalf of the City of San Clemente and its price is fair and reasonable.

NOW THEREFORE, the City Council of the City of San Clemente, California, does hereby find, determine, and resolve as follows:

1. That the foregoing recitations are true, correct, and incorporated fully herein.
2. That the City Council desires to develop additional sand sources as close to the City of San Clemente as possible to sustain a long term and comprehensive beach sand replenishment program.
3. That, based on substantial evidence in the record as a whole, the project for offshore sand source investigation is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) of the state CEQA Guidelines.
4. That a professional consulting services agreement is awarded to Coastal Frontiers Corporation for offshore sand source investigation.
5. That the City Manager is authorized and directed to execute an agreement with Coastal Frontiers Corporation in an amount not to exceed \$796,266 in a form substantially similar to that presented to the City Council on October 15, 2024.
6. That grant revenues in the amount of \$800,000 are hereby accepted into account #001-000-33446 (Coastal Grant Revenue).
7. That a supplemental appropriation in the amount of \$800,000 is made to account number 001-433-43695 (Professional Studies).
8. That City staff is authorized and directed to take such actions as are necessary or proper to fulfill the purpose and intent of this resolution and proceed with the project.
9. That the City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 15th day of October, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-162 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

CITY OF SAN CLEMENTE
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this **15th day of October, 2024**, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and **Coastal Frontiers Corporation, a California corporation, with its principal place of business at 882 A Patriot Drive, Moorpark, CA 93021** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **offshore sand source investigation** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **offshore sand source investigation** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **South Orange County Regional Coastal Resiliency Investigation and City of San Clemente Local Coastal Program Update – Task 1** project ("Project").

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **offshore sand source investigation** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 15, 2024 to June 30, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option,

at its sole discretion, to renew this Agreement automatically for term set forth by city. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or

termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Greg Hearon, PE**

3.2.7 City's Representative. The City hereby designates **Leslea Meyerhoff, Contract Coastal Administrator**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates **Greg Hearon, PE** or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where

applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Hundred Ninety-Six Thousand Two Hundred Sixty-Six Dollars (\$796,266)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause,

by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: COASTAL FRONTIERS CORP.
882 A PATRIOT DRIVE
MOORPARK, CA 93021
ATTN: Greg Hearon, PE

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
**ATTN: Leslea Meyerhoff, Contract Coastal Administrator and
Laura Campagnolo, City Clerk**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's approval), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or

transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant

for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party represents that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed with the same force and effect as original ink signatures.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions; stipulated in this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

Coastal Frontiers Corp., a California Corporation
(CONSULTANT)

By: Greg Hearon
Greg Hearon (Oct 9, 2024 17:33 PDT)

Gregory E. Hearon, CEO/CFO

Dated: 10/9/2024

By: Craig Leidersdorf
Craig Leidersdorf (Oct 9, 2024 19:03 PDT)

Craig B. Leidersdorf, VP

Dated: Oct 9 2024

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following services for the City (collectively, the "Services"):

1. Background and Approach

The City of San Clemente has identified beach nourishment as a key component of their coastal resilience and sea level rise adaptation strategies. The primary objective of the Offshore Sand Source Investigation is to identify offshore borrow sites with suitable material to support multiple coastal resiliency efforts.

The investigation will be conducted in a sequential phased approach as listed below:

- Task 1. Identify and Characterize Receiver Sites
- Task 2. Identify Candidate Borrow Sites and Develop Field Exploration Plan
- Tasks 3 & 4: Execute Field Exploration Plan
 - Task 3: Marine Geophysical Survey
 - Task 4: Sediment Sampling
- Task 5: Reporting

The exact scope of Tasks 3/4 will not be known until Tasks 1 and 2 are completed. The vibracore sediment sampling program will constitute the principal component of the Field Exploration Plan and is the key for delineating and characterizing suitable sand. The overarching objective will be to maximize the scope of the vibracore sediment sampling program (Task 4) with the available budget. The scope of work and cost to execute the Field Exploration Plan will be refined and optimized to fit the available budget by Consultant in collaboration with City staff after completion of Tasks 1 and 2. If geophysical surveys are not warranted for the candidate borrow sites, the vibracore program will be expanded within the available budget.

2. Methodology

Task 1: Identify and Characterize Receiver Sites

Coordinate with City staff and the California Coastal Commission to gain consensus for the receiver sites. Document the physical characteristics of the beach sand (grain size distribution) at each receiver site based on existing information. A Field sampling

program will not be conducted as part of this task.

Deliverable: Concise memorandum describing physical characteristics of the beach sand (grain size distribution) at each receiver site based on existing information. A data appendix will include grain size distribution curves as available in the literature.

Task 2: Identify Candidate Borrow Sites and Develop Field Exploration Plan

Potential offshore sand borrow areas will be identified using information in the public domain and the data acquired under Task 1. Sources will include prior investigations conducted by federal and state agencies, universities, local cities and counties (e.g., Fischer, et al., 1983; Osborne, et al., 1983; URS, 2009; US Army Corps of Engineers, 2012; Warrick, 2022)

Up to three candidate borrow sites will be selected for investigation among the areas identified in the literature review in consultation with City staff and the California Coastal Commission. It is anticipated that the sites will be selected based on proximity to proposed receiver sites, potential to provide adequate sand volume, potential to yield suitable material, and the likelihood of being able to utilize the borrow site (e.g., environmental issues, permitting issues, jurisdictional conflicts).

A Field Exploration Plan will be developed and submitted to City Staff for approval. The Plan will outline a vibracore sediment sampling program, address the potential need for geophysical surveys, and provide a first-order estimate of the range of sediment volumes that might be recovered from each site. The level of effort will be commensurate with the budget available to execute the Plan.

Sediment sampling will be performed using a marine vibracore. The need to conduct geophysical surveys will be evaluated based on the nature of historical information for each candidate site. It is anticipated that geophysical surveys only will be recommended in areas where historical information is not sufficient to reasonably confirm the presence of subsurface layers that may yield potentially suitable sand. If marine geophysical surveys are warranted at one of more of the candidate borrow sites, the surveys will target the upper 30 ft of sediment, as dredging operations will likely be limited beyond this depth. The geophysical surveys will include sub-bottom sonar, side-scan sonar, and single- or multi-beam sonar data acquisition, as warranted.

Deliverable: Concise report describing findings of the literature review, the potential borrow areas identified, the candidate borrow sites selected for investigation, and the

Field Exploration Plan.

Tasks 3 & 4: Execute Field Exploration Plan

The Field Exploration Plan will be executed as part of Tasks 3 (Marine Geophysical Survey) and 4 (Sediment Sampling). Task 4 (Sediment Sampling) will form the principal component of the Exploration Plan. Task 3 (Geophysical Survey) will be conducted only to the extent necessary as outlined in the Field Exploration Plan (Task 2). If geophysical surveys are warranted for select sites, the surveys will be conducted prior to the sediment sampling program in order to provide guidance for sampling locations.

Prior to conducting the field work, a Sampling and Analysis Plan (SAP) will be prepared. The SAP will include sample locations, physical and chemical testing protocols, and quality assurance/quality control procedures. A draft plan will be submitted to the Southern California Dredge Materials Management Team (DMMT) for approval prior to finalizing. Permits necessary to execute the Field Exploration Plan will be obtained. These permits are anticipated to include a CA State Lands Commission Geophysical Survey Permit and a Geologic Sampling Permit.

Sediment cores will be obtained to determine the physical (grain size distribution) and chemical characteristics of the sediment at each candidate borrow site. The coring apparatus will be operated from a tug or similar vessel, and will be capable of achieving 20-ft penetration in sand-sized sediment unless otherwise specified in the Field Exploration Plan. The cores will be handled, sampled, archived, tested, and evaluated in accordance with the Sampling and Analysis Plan. QA/QC procedures specified in the SAP also will be implemented.

Following completion of the field activities, a Sampling and Analysis Plan Report (SAPR) will be prepared which describes the field work and presents the results.

Deliverables:

- Sampling and Analysis Plan (SAP)
- Sampling and Analysis Plan Report (SAPR)
 - Vibracore logs, core photos, and penetration records
 - Grain size analysis results
 - Chemical testing results
 - Geophysical Survey Report (if surveys conducted)

Task 5: Reporting

A memorandum will be prepared that summarizes the suitability of the material for beach

nourishment at the selected receiver sites. In addition, the useability and appropriateness of sediment for other identified adaptation options (e.g., dune restoration, living shorelines) will be addressed. Sediment quantities available at the candidate borrow sites will be estimated, and the ability to mine the candidate borrow sites on a single occasion or on multiple occasions in the future will be assessed. A draft memorandum will be submitted to City Staff and the California Coastal Commission. Following receipt of any comments, the memorandum will be finalized.

A final study report will be prepared that consolidates all deliverables prepared as part of the project. The report will provide the receiver site characterization results, describe the process of selecting candidate borrow sites, present the field investigation results, and provide conclusions and recommendations. In addition, the report will summarize information on terrestrial sediment sources provided by the City.

Deliverables:

- *Sand Source Compatibility Memorandum*
- *Final Offshore Sand Source Investigation Report*

3. Work Plan

The work will be conducted sequentially beginning with Task 1 and proceeding through Task 5. The actual scope of work for Tasks 3 & 4 will be formalized after Task 2 is complete. The objective will be to maximize the scope of the vibracore sediment sampling program (Task 4) based on the budget available. A list of the key deliverables for each task is provided in Table 1.

The following meetings and briefings are anticipated:

- Regular Progress Meetings with City Staff via teleconference
- Up to two in-person Public Meetings at City.
- Monthly written Progress Reports
- As-requested Oral Briefings to City Project Manager via teleconference
- Up to two in-person Oral Presentations to City Council, Commission or City Manager

Table 1. Key Deliverables

Task	Deliverable
Task 1: Identify and Characterize Receiver Sites	<i>Memorandum describing the results</i>
Task 2: Identify Candidate Borrow Sites and Develop Field Exploration Plan	<i>Report describing findings of the literature review, potential borrow areas identified, candidate borrow sites selected, and a Field Exploration Plan</i>
Tasks 3/4: Execute Field Exploration Plan	<ul style="list-style-type: none">• <i>Sampling and Analysis Plan (SAP)</i>• <i>Sampling and Analysis Plan Report(SAPR)</i>• <i>Geophysical Survey Report (if surveys conducted)</i>
Task 5: Reporting	<ul style="list-style-type: none">• <i>Sand Source Compatibility Memorandum</i>• <i>Final Offshore Sand Source Investigation Report</i>

4. Project Organization and Staffing

The team assembled for the work includes Coastal Frontiers Corporation (CFC), AECOM, Moffatt & Nichol, TEG Oceanographic Services, and TetraTech. CFC will provide project management, coastal engineering services, and will be lead author of the deliverables. Greg Hearon will be the project manager and key contact with the City. Russ Boudreau of Coastal Frontiers will provide dredging and construction feasibility support. Dave Schug of AECOM will serve as the project geologist, while Chris Webb of Moffatt & Nichol will provide technical input on issues related to sand compatibility and permitting. TEG Oceanographic Services will be the offshore sediment sampling (vibracore) contractor and TetraTech will be responsible for conducting any geophysical surveys.

Key team members are committed for the duration of the project. In the event one of the key team members is unable to continue working on the project, a replacement will be submitted to the City in writing for approval.

EXHIBIT "B"
SCHEDULE OF SERVICES

The Scope of Work for the Offshore Sand Investigation (Tasks 1 through 5) will be completed within 20 months of notice to proceed (NTP). The field data collection portions of Tasks 3 and 4 are highly weather sensitive and have been tentatively scheduled for the earliest recommended window - Spring/Summer 2025. It may be advantageous to shift the field data collection window to Summer/Fall 2025 when more favorable conditions may lead to less risk of weather downtime. This option will be evaluated with City staff. Under this scenario, the study can still be completed within the 20-month performance period specified by the City. The schedule is summarized below and may be adjusted as agreed between the Parties.

Task	Item	Start Date
1	Identify and Characterize Receiver Sites	October 15, 2024
2	Identify Candidate Borrow Sites	November 1, 2024
	Develop Field Exploration Plan	December 15, 2024
3/4	Execute Field Exploration Plan	
	Permit Acquisition	November 15, 2024
	Prepare SAP	February 1, 2025
	Geophysical Surveys (if conducted) (earliest)	April 1, 2025
	Vibracore Sediment Sampling Program (earliest)	May 1, 2025
5	Reporting	
	Sand Compatibility Memo	September 1, 2025
	Final Offshore Sand Source Investigation Report	October 1, 2025

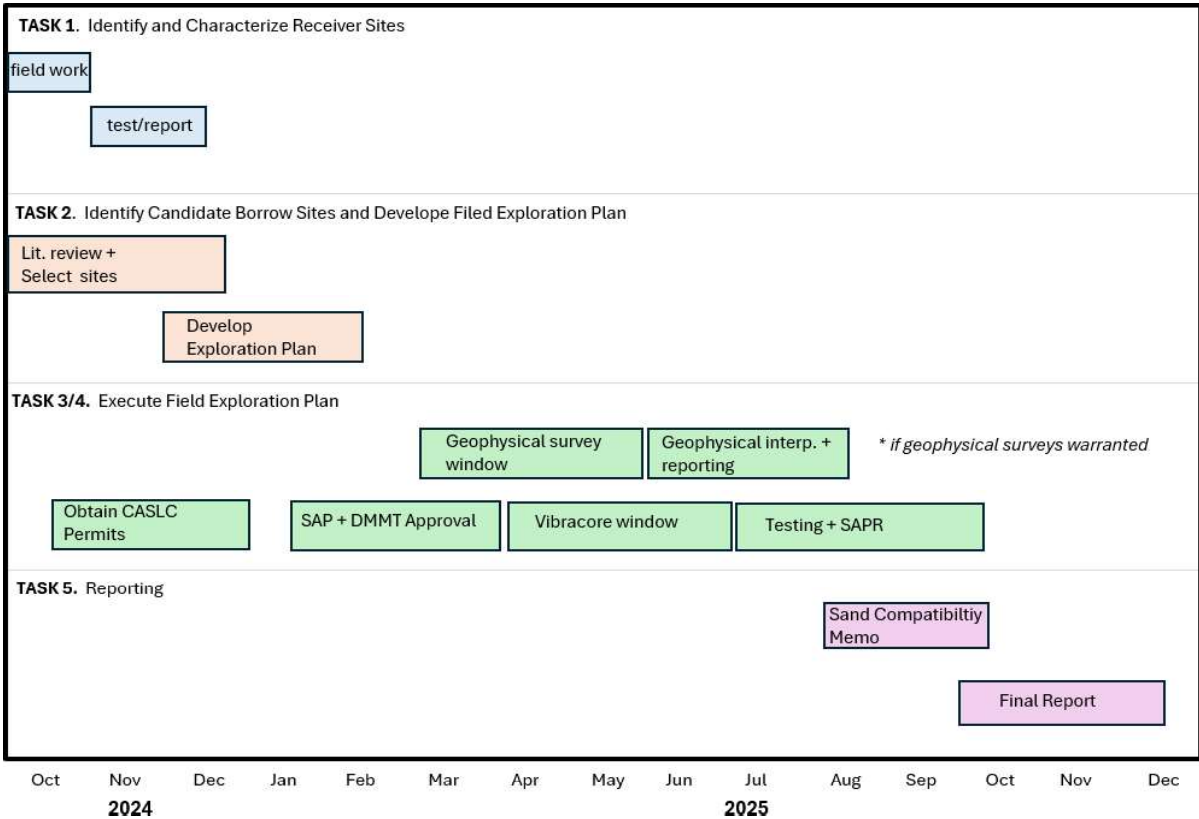


EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering non-owned and hired autos, or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically

include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(B) Automobile Liability:

3.2.12.4 Professional Liability (Errors & Omissions):

3.2.12.5 Workers' Compensation:

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12.15 Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

**EXHIBIT “D”
COMPENSATION**

Consultant shall keep to the project budget summarized in the tables below. The exact scope of Tasks 3/4 will not be known until Tasks 1 and 2 are completed. The scope of work and cost to execute the Field Exploration Plan will be refined and optimized to fit the available budget by Consultant in collaboration with City staff after completion of Tasks 1 and 2. Budget amounts may be reallocated among the Tasks with approval of City.

Task	Description	Cost
0	Project Administration, Meetings, Presentations	\$64,496.40
1	Receiver Site Selection and Characterization	\$40,098.00
2	Identify Candidate Borrow Sites and Develop Field Exploration Plan	\$47,060.00
3/4	Execute Field Exploration Plan	\$571,601.75
5	Reporting	\$73,010.00
Total		\$796,266.15

Table 1 - Task Summary				
No.	Description	Labor Hrs	ODC	Total Costs
0	Project Administration, Meetings, Presentations	230	\$ 616.40	\$ 64,496.40
1	Receiver Site Selection and Characterization	152	\$ 7,918.00	\$ 40,098.00
2	Identify Candidate Borrow Sites and Develop Field Exploration Plan	188	\$ -	\$ 47,060.00
3/4	Execute Field Exploration Plan (Marine Geophysical Surveys and Sediment Sampling)	* 946	\$ 369,481.75	\$ 571,601.75
5	Reporting	308	\$ -	\$ 73,010.00
Totals =		1,824	\$ 378,016.15	\$ 796,266.15

*does not include labor hours for TEG Oceanographic Services of TetraTech. The ROM costs for these field tasks was

estimated based on mobilization/demobilization, day rates, and consumables. Detailed cost estimates for these tasks will be prepared once the actual scope of work for field programs is determined.

Table 2 - Consultant / Subconsultant Summary				
Consultant / Subconsultant	Labor Hrs	ODC	Total Cost	% of Task Order
Coastal Frontiers Corporation	1,322	\$ 72,364.15	\$ 409,524.15	51.4%
AECOM	426	\$ 2,957.00	\$ 60,907.00	7.6%
Moffatt & Nichol	76	\$ 67.00	\$ 23,207.00	2.9%
TEG Oceanographic	* TBD	TBD	\$ 224,228.00	28.2%
TetraTech	* TBD	TBD	\$ 78,400.00	9.8%
Totals =	1,824	\$ 75,388.15	\$ 796,266.15	100.0%

* The ROM costs for these field tasks was estimated based on mobilization/demobilization, day rates, and consumables. Detailed cost estimates for these tasks will be prepared once the actual scope of work for field programs is determined.

In full compensation for the Services rendered by the Consultant under the Agreement, the City shall pay the Consultant on a time and materials basis for actual work performed based on the following rates. Total compensation shall not exceed \$796, 266.15.

Coastal Frontiers Corporation (Full Rate Schedule Attached)

Firm: Coastal Frontiers Corporation
 Project: City of San Clemente Offshore Sand Source Investigation

Labor (Hours)							
Principal Engineer	Assoc. Principal Engineer	Senior Engineer/ Scientist	Engineer/ Scientist II	Engineer/ Scientist I	Technician	Word Processor / Drafter	Support Services
\$ 295.00	\$ 260.00	\$ 235.00	\$ 215.00	\$ 200.00	\$ 135.00	\$ 98.00	\$ 88.00

**COASTAL FRONTIERS CORPORATION RATE SCHEDULE
San Clemente Offshore Sand Source Investigation**

Overtime will be charged at the standard hourly rates. Time spent travelling on behalf of the City also will be charged at the standard hourly rates, with the exception that no more than eight hours of travel will be charged in any one calendar day only if approved in writing in advance by the City.

These rates are not subject to escalation or adjustment until January 1st, 2026. If Consultant desires to utilize additional personnel whose classifications are not listed above in the performance of a project, their qualifications and hourly rates shall be submitted to the City for prior approval of participation.

Reimbursable expenses including Other Direct Costs and In House Equipment will be documented. No markup of direct expenses or subconsultants will be allowed.

In-House Equipment Rental

In-house equipment rental charges are made for the use of company-owned equipment dedicated to the performance of the City's project. Rates are as shown on the following page.

IN-HOUSE EQUIPMENT RENTAL RATES

ITEM DAILY RATE

IN-HOUSE EQUIPMENT RENTAL RATES

<u>ITEM</u>	<u>DAILY RATE</u>
<u>DIVING</u>	
• Arctic Diving Equipment, per Diver	\$150
• Non-Arctic Diving Equipment, per Diver	55
• Dry Suit (Without Other Diving Gear).....	50
<u>HYDROGRAPHIC SURVEY</u>	
• Odom Hydrotrac Echosounder	95
• CeeEcho Shallow Water Echosounder	100
• Inflatable Boat and Motor	225
• Aluminum Boat and Motor	500
• TSS DMS2-05 Motion Sensor	160
• SBG Ellipse Inertial Navigation System	160
• Pathfinder Pro XR GPS.....	190

- Hemisphere VS-110 GPS/Heading System..... 125
- Hemisphere R-110 GPS..... 90
- Garmin GPSMap 196/78SC GPS..... 40
- Castaway CTD..... 100
- Seabird SBE19 CTD 80
- Ruggedized Data Acquisition Computer 60
- Hypack Navigation Software 100
- Hysweep Multi-Beam Sonar Software 100
- Hypack-Hysweep Combination Software..... 150
- Chesapeake SonarWiz Side Scan Sonar Software 150

SURVEY

- Hemisphere GNSS RTK Base/Rover Set 400
- Hemisphere GNSS GSM Network RTK Rover 300
- Hemisphere GNSS Differential-Only Rover 100
- Hemisphere A325 GPS 100
- Hemisphere A325 RTK GPS Rover..... 200
- Satel 35W Base Radio 150
- Carlson Surveyor Plus Data Collector 50
- Trimble 5603 Electronic Total Station 150
- Geodimeter Electronic Total Station 150
- Phantom4 Pro UAV Mapping System..... 750
- Mavic Mini UAV..... 200
- Survey Equipment (Automatic Level, Rod, and Tripod) 20
- Hand-Held UHF/VHF Radios, per Radio..... 15
- Satellite Telephone 20
- Nikon Hypsometer..... 15
- All-Terrain Vehicle 50
- Survival Pack 50
- Switlik Aviation Survival Suit with ACR PLB Beacon..... 50

MEASUREMENT

DAILY RATE

- Valeport Tidemaster Tide Gauge..... 50
- Petit Ponar Sediment Sampler25
- YSI 63-10 Water Quality Meter..... 60
- Hatch TSS Portable Meter.....80
- RM Young Marine Wind Monitor and Data Collector..... 25

COMPUTING

- Laptop (Field Use).....45
- Color Printing (per 8½" x 11" page equivalent) 0.60

AECOM

Firm: AECOM
 Project: City of San Clemente Offshore Sand Source Investigation

Labor (Hours)							
Principal Eng/Sci	Senior Eng/Sci	Staff Eng/Sci	Admin/WP				
\$ 250.00	\$ 150.00	\$ 100.00	\$ 75.00				

Moffatt and Nichol

Firm: Moffatt and Nichol
 Project: City of San Clemente Offshore Sand Source Investigation

Labor (Hours)							
Principal Eng/Sci	Supervisory Eng/Sci	Senior Eng/Sci	Eng/Sci-3	Eng/Sci-2	Eng/Sci-1	Staff Eng/Sci	Staff Eng/Sci
\$ 335.00	\$ 310.00	\$ 280.00	\$ 260.00	\$ 240.00	\$ 210.00	\$ 190.00	\$ 150.00

TEG Oceanographic Services

Teg will bill by mobilization fee, daily rates, and consumables.

Mobilization	\$23,600 lump sum
Transit Days	\$13,7850 per day
Vibracore Ops	\$24,263 per day
Consumables	
Core Catcher	\$250 ea
Core Cutter	\$450 ea
Core Barrels	\$7.50 per foot
Core Liner	\$8.50 per foot
Core Caps	\$0.50 ea

Tetra Tech

TETRA TECH, INC.	
Schedule of Hourly Rates	
<i>Engineers / Scientists / Planners / GIS / Project Support</i>	
CLASSIFICATION	RATE
Principal IV	\$315.00
Principal III	\$298.00
Principal II	\$287.00
Principal I	\$276.00
Senior Consultant IV	\$266.00
Senior Consultant III	\$255.00
Senior Consultant II	\$243.00
Senior Consultant I	\$232.00
Manager V	\$221.00
Manager IV	\$212.00
Manager III	\$204.00
Manager II	\$195.00
Manager I	\$186.00
Senior Staff V	\$177.00
Senior Staff IV	\$168.00
Senior Staff III	\$160.00
Senior Staff II	\$151.00
Senior Staff I	\$143.00
Project Staff V	\$134.00
Project Staff IV	\$126.00
Project Staff III	\$117.00
Project Staff II	\$109.00
Project Staff I	\$100.00
Junior Staff III	\$92.00
Junior Staff II	\$83.00
Junior Staff I	\$74.00
Technician V	\$65.00
Technician IV	\$57.00
Technician III	\$49.00
Technician II	\$42.00
Technician I	\$35.00

Rates are good through 2024 only and are subject to annual escalation thereafter.

Rates include direct labor, overhead, G&A, and fee.

Expert Witness Testimony will be negotiated if needed.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____ Key Risk _____

Policy Number _____ KEY0136566 _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: October 9, 2024

Coastal Frontiers Corp.,
a California Corporation
(CONSULTANT)

By: *Greg Hearon*
Greg Hearon (Oct 9, 2024 17:33 PDT)

Gregory E. Hearon, PE

Chief Executive Officer, Chief Financial Officer
Title

882A Patriot Drive
Address

Moorpark, CA