

SAN DIEGO UNIFIED PORT DISTRICT

MEMORANDUM

Date: May 30, 2019

To: Board of Port Commissioners

Via: Ernesto Medina
Chief Engineer
Engineering - Construction
emedina@portofsandiego.org

Wileen C. Manaois
Director, Development Services
wmanaois@portofsandiego.org

From: Charlene Dennis
Engineering Manager
Engineering - Construction
cdennis@portofsandiego.org

Subject: Update on Sand Replenishment at Kellogg Beach

In response to questions received at the FY 2020 Budget workshop, this memorandum has been prepared to summarize the District's obligation to replenish sand at Kellogg Beach (Attachment A) and presents an update on the current project and the long-term maintenance outlook.

Why the District is replenishing Sand at Kellogg Beach

The shoreline in the La Playa area of Point Loma has experienced a long history of coastal, sand and sediment projects going back prior to 1980. In order to control excessive shoreline erosion and preserve the existing public beach commonly referred to as "Kellogg Beach," the California Department of Boating and Waterways (CA DBAW) funded half of the cost, not to exceed \$75,000, to construct a 350-foot rock groin diagonally to the shoreline, along with the placement of sand and rock off the foot of Kellogg Street. This grant funding was authorized by the passage of Assembly Bill 3103 (AB3103) in September of 1978 (Attachment B). As a condition of receiving the funding, AB3103 requires the District to "assume responsibility thereafter for the operation and maintenance of Kellogg Beach, including future sand replenishment." There is no time limit of this condition. On April 17, 1979, the District and CA DBAW entered into an agreement (Grant Agreement) for the District to receive the grant funding (Attachment C). In the Grant Agreement, consistent with AB3103, the "District

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agrees to assume responsibility for operation and maintenance of the subject beach, including future sand replenishment” (see Attachment C, paragraph 14.)

The rock groin and sand placement project was analyzed in an Environmental Impact Report (EIR) for the La Playa Beach Restoration (Clerk’s Document No. 12179) prepared in accordance with the California Environmental Quality Act. The project included a replenishment/redistribution program that would involve removal of accumulated sand from northerly segments of the shoreline and the addition of sand to the eroded portions. The redistribution program would involve at most the transport of approximately 2,000 cubic yards of sand during each replenishment effort.

As required by AB3103 and the Grant Agreement, by Board Resolution No. 79-196 (Attachment D), the District agreed to assume responsibility for operation and maintenance of the beach, including future sand replenishment. In July 1979, the California Coastal Commission authorized issuance of a coastal development permit for the rock groin and sand placement project (Control No. F8249).

Following completion of the original project in 1980, the District subsequently completed sand replenishment projects regularly between 1984 and 2009. Following 2009, concerns were raised regarding deposition of migrated sand and sediment from Kellogg Beach to the marina at the Southwestern Yacht Club and replenishment efforts by the District were suspended pending further analysis of conditions in the area.

In 2016, a study was completed that evaluated alternatives for addressing erosion along Kellogg Beach. The study included a review of sediment transport, currents and coastal processes and analyzed a “permanent” alternative involving construction of new rock groins perpendicular to the shoreline. The rock groin alternative was not recommended due primarily to its higher cost and environmental challenges; instead, beach nourishment alternatives were preferred. A determination was made to implement a beach nourishment/replenishment project, and the project was included in the FY 2019 Major Maintenance program.

Status of the Current Major Maintenance Project

Design of the current project was initiated on July 1, 2018 and is nearing completion. Approximately 2,200 cubic yards of sand are being planned for installation between Kellogg Street and Lawrence Street. The proposed quantity of sand for replenishment is based upon the topography of the shoreline in that area of the bay and the volume analyzed in the EIR.

Permit applications to the Army Corps of Engineers and Regional Water Quality Control Board are currently in process. While the permits and bid documents should allow for installation of the project in the fall of 2019, it was determined that due to the expected

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occurrence of storms and higher tides during the winter months, it would be beneficial to schedule project construction during early spring of 2020 and prior to the start of the California least tern nesting season.

With construction included in the FY 2020 Major Maintenance program, the project is being implemented as scheduled. The total estimate for FY 2020 is \$250,000. This is lower than the \$900,000 stated in the FY 2020 preliminary budget book as the original estimate was based on a greater volume of sand than the amount currently allowable under the permits. Costs will be updated following receipt of construction bids.

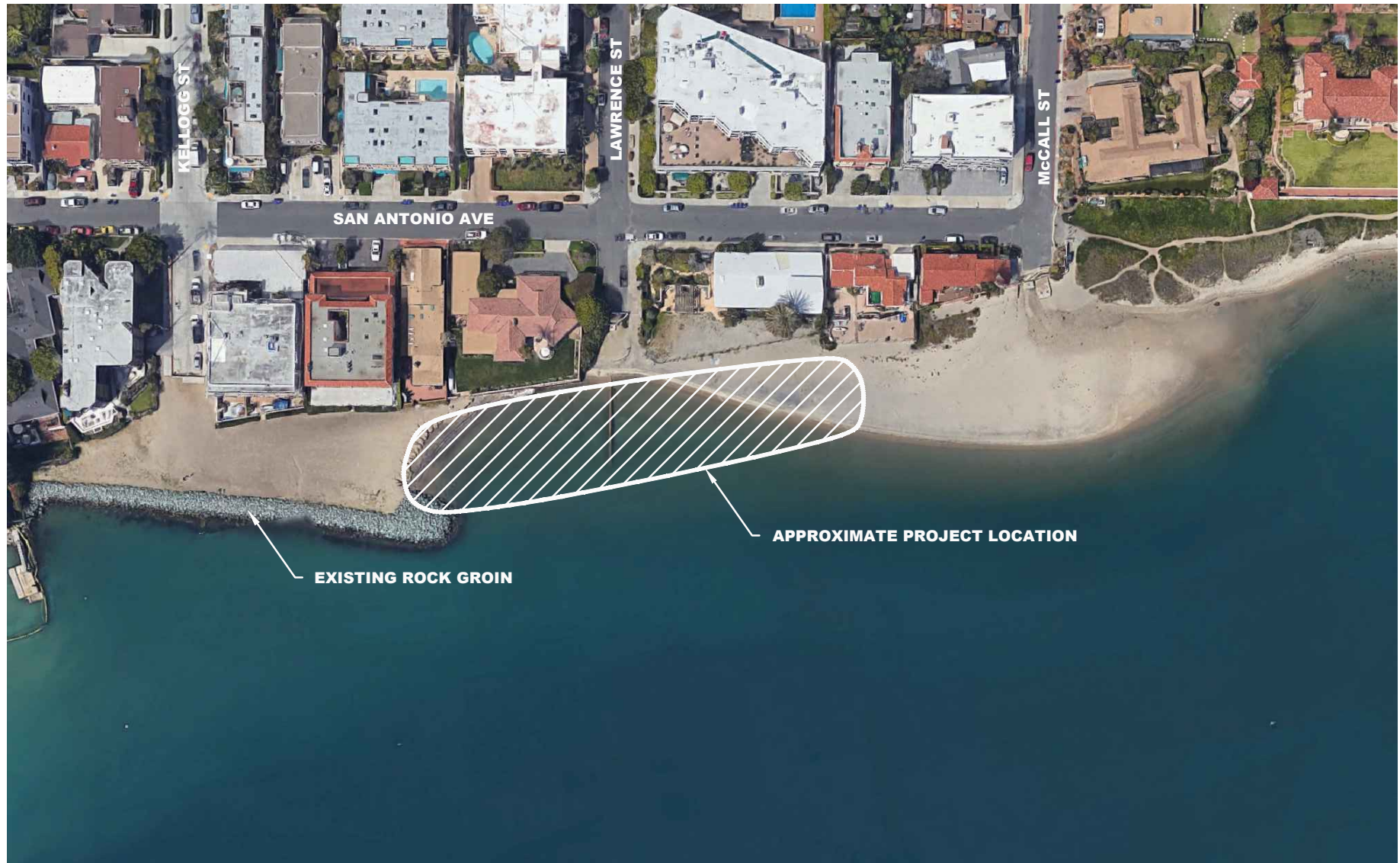
Future Sand Replenishment Projects

As required by AB3103 the District is obligated for the ongoing maintenance which would include as-needed sand replenishment. Future sand replenishment would be conducted approximately every two years, depending on site conditions, as described in the EIR.

If you are interested in obtaining more information regarding the project or have questions on this memorandum, please contact Ernesto Medina at (619) 686-7229, or via email at emedina@portofsandiego.org, or Charlene Dennis at (619) 686-6414, or via email at cdennis@portofsandiego.org.

Attachment(s):

- Attachment A: Kellogg Beach and vicinity (location map)
- Attachment B: AB3103
- Attachment C: Grant Agreement with CA DBAW
- Attachment D: Board Resolution No. 79-196



LOCATION MAP
NOT TO SCALE



PORT OF SAN DIEGO

DATE 5/29/2019

KELLOGG BEACH SAND REPLENISHMENT PROJECT

Assembly Bill No. 3103

CHAPTER 1200

An act relating to beach erosion control, and making an appropriation therefor.

[Approved by Governor September 26, 1978. Filed with Secretary of State September 26, 1978.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3103, Kapiloff. Beach erosion control--La Playa.

Under existing law the Department of Boating and Waterways is authorized to construct works for beach erosion control and stabilization of beaches and shoreline areas, to the extent that funds are available therefor, and to cooperate by contract or otherwise with federal, state, and local agencies, upon such terms and conditions and in such manner as will be for the best interests of the state.

This bill would appropriate \$75,000, or so much thereof as may be necessary, from the General Fund to the department for disbursement pursuant to a contract with the City of San Diego or the San Diego Unified Port District, or both, for the purpose of funding up to 50% of the initial cost of restoring the beach at La Playa in San Diego Bay, subject to the agreement of the district to assume responsibility thereafter for the operation and maintenance of such beach including future sand replenishment.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. The sum of seventy-five thousand dollars (\$75,000), or so much thereof as may be necessary, is hereby appropriated from the General Fund to the Department of Boating and Waterways for disbursement pursuant to a contract with the City of San Diego or the San Diego Unified Port District, or both, for the purpose of funding up to 50 percent of the initial cost of restoring the beach at La Playa in San Diego Bay; provided, however, that none of the funds appropriated by this act may be encumbered until the San Diego Unified Port District agrees to assume responsibility thereafter for the operation and maintenance of such beach, including future sand replenishment.

O

AGREEMENT

SAN DIEGO UNIFIED PORT DISTRICT

DOCUMENT NO. 11906

FILED SEP 12 1978

MICROFILM NO.

OFFICE OF THE CLERK

This agreement is entered into by the SAN DIEGO UNIFIED PORT DISTRICT (District), a public corporation, and THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF BOATING AND WATERWAYS (Department).

Recitals:

- a. The beach located at the foot of Kellogg Street in the City of San Diego, California, commonly known as La Playa Beach, under the proprietary jurisdiction of the District, is in need of restoration.
- b. Department and District have available to them funds for the construction of a beach restoration project at La Playa Beach.
- c. District will construct a beach restoration project at La Playa, provided that one-half (1/2) of the cost, not to exceed Seventy Five Thousand Dollars (\$75,000.00), is made available to District by Department, subject to the terms and conditions for disbursement as set forth herein.
- d. The Board of Port Commissioners of District, by Resolution 78-352, dated 12 December 1978, resolved as follows:

"That the proposed construction of skewed rock groin extending from Scripps' fence some 350 feet in a north northeasterly direction, and the initial filling of the area behind the groin with sand, is approved in concept and will be subject to further meeting all the requirements of all agencies of jurisdiction and other requirements of law."
- e. The California Legislature passed Assembly Bill No. 3103, approved by the Governor on September 26, 1978, filed with the Secretary of State on September 26, 1978, and thereby enacted into law Chapter 1200 which appropriates the sum of Seventy Five Thousand Dollars (\$75,000.00), or so much thereof as may be necessary for the purpose of funding up to Fifty Per Cent (50%) of the initial cost of restoring the beach at La Playa in San Diego Bay.

The Parties Agree:

1. The work required to be performed by this agreement shall consist of the necessary engineering design, supervision and inspection and the construction work to restore the beach at La Playa in San Diego Bay.
2. The final form of the plans and specifications for the project shall be approved by the Department. No change shall be made to the plans and specifications without the prior written approval of Department.
3. District agrees to perform, or cause to be performed, the construction work in accordance with the plans and specifications as specified in Paragraph 2, above. The work shall be contracted through the competitive bidding process and performed in accordance with the law applicable to the District's public works projects and with other applicable laws of the State of California.
4. Prior to the award of the contract to the lowest responsible and reliable bidder for said construction work, a summary of the estimates, bids and formal contract shall be forwarded by District to Department for review and approval. The contract shall require the contractor who is the successful bidder to post the necessary bonds to protect labor and materialmen and insure the faithful performance and completion of the work.
5. District shall also include in the contract a provision which requires that the contractor complete said work within One Hundred Eighty (180) calendar days from the date of execution of this agreement.
6. During the progress of the work, all data and records pertaining thereto, in the possession or control of either the District or Department, shall be made fully available to each other for the due and proper accomplishment of the purposes and objectives hereof.

7. Department shall, subject to terms of this agreement, reimburse District for one-half (1/2) direct expenses incurred in connection with performance of the above-described construction work, which are reasonable in amount and necessarily incurred for the completion of such work, provided that such reimbursement shall not exceed the sum of Seventy Five Thousand Dollars (\$75,000.00). Cost of performing construction work shall include but not be limited to payments to District's contractor, necessary engineering design, supervision and inspection, and the acquisition of necessary land easements and rights of way. Department shall under no circumstances be obligated to expend for or on account of work provided for pursuant to this agreement any amount in excess of the Seventy Five Thousand Dollars (\$75,000.00).

8. None of the funds made available under this agreement are to be used to pay District's general overhead or administrative costs, including but not limited to its legal, clerical or other personnel expenses, except to the extent that such costs are attributable to the subject project and are approved by Department.

9. District shall render to Department monthly, in triplicate, full and complete statements of all expenditures and expenses incurred by District in the performance of said work. Subject to the terms and provisions of this agreement, Department shall, upon approval, reimburse District for Department's share of all amounts incurred or expended by District in performance of said work, subject to the Seventy Five Thousand Dollar (\$75,000.00) limitation as provided above.

10. Department reserves the right to audit all records retained by District and District's contractor pertaining to all expenditures and expenses in connection with the performance of said work within One (1) year after completion of such work or final payment, whichever is later.

11. Upon completion and acceptance of a final payment for the work contemplated by this agreement, District shall furnish to Department a statement of all expenditures made pursuant to this agreement.

12. Within Sixty (60) days after completion and acceptance of the work, District shall file with Department a final report of expenditures.

13. Department shall not be responsible or liable for the construction, maintenance or adequacy of the work done pursuant to this agreement.

14. Except for the negligence or willful misconduct of the State of California, District will hold and save the State free from damage due to the design, construction and maintenance of the subject beach. District agrees to assume responsibility for the operation and maintenance of the subject beach, including future sand replenishment. The District's obligation, however, shall not extend or be required for the protection of the adjacent private property from erosion or any other cause, whether natural or artificial, that is to say only the District and Department may enforce the provisions of this agreement in that this agreement is not made for the benefit of any third party or the real property of any third party, and no such third party shall have any rights or remedies as third party beneficiaries or otherwise hereunder. The Department and District acknowledge that the beach area of this project is San Diego Bay tidelands (filled and submerged) which are subject to the navigational servitude of the common law tideland trust and the rights, duties and obligations provided in the San Diego Unified Port District Act, as amended, Harbors & Navigation Code, Appendix 1.

15. Department, its officers and employees shall not be liable for anything done or omitted to be done by District in the performance of any work undertaken by District under this agreement. District shall,

in the event any claim is made against Department or its officers or employees by reason of said work, during its progress or after completion thereof, defend, indemnify and hold harmless said Department, its officers and employees from any damage or liability by reason of such claim.

16. District shall procure any and all permits, licenses or authorization which may be required by Federal or State law in reference to said work, and no expenditures therefor shall be included as an expense of this project.

17. District shall secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and, when applicable, the provisions of Section 3600.5(b) of said Code. The District shall also require all contractors to provide such workers' compensation for their employees.

18. The Fair Employment Practices Addendum, attached hereto, shall be a part of the construction contract.

19. The waiver of a breach of any of the provisions of this agreement shall not be deemed to be a waiver of any other provisions hereof or of a subsequent breach of such provisions.

20. Either party may terminate this agreement prior to the award of the contract specified in Paragraph 3, above, upon Ten (10) days written notice to the other.

21. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual written consent of the parties hereto.

22. This agreement shall become effective on the date set forth below and shall continue in effect until all obligations of the parties have been performed; however, the work contemplated in Paragraphs 1, 2 and 3 of this agreement shall be completed not later than April 1, 1980.



~~that the parties may extend the termination date if the works have not~~
~~been completed. The right of inspection audit pursuant to Paragraph 6;~~
~~above, shall remain effective for One (1) year following such termination.~~

DATED: April 17, 1979.

SAN DIEGO UNIFIED PORT DISTRICT

THE STATE OF CALIFORNIA
 DEPARTMENT OF BOATING
 AND WATERWAYS

By *Joseph D. Patello*
 ASSISTANT Port Director

JOSEPH D. PATELLO
 Port Attorney

By *Margaret Mercado*
 Director

APPROVED:
 DEPARTMENT OF GENERAL
 SERVICES

Patello

I hereby certify that all conditions for exemption set forth in State
 Administrative Manual Section 1209 have been complied with and
 this document is exempt from review by the Department of Finance.

Margaret Mercado
 Director

FORM	COLL	CHIEF
Department of General Services		
APPROVED		
AUG 22 1979		
BY	ORIGINAL SIGNED BY THOMAS H. CLAYTON	
Ass't. Chief Counsel		

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 8-21-164 with PORT OF SAN DIEGOAPPROPRIATION DATA CH 1200/78 F.Y. 1978-79FUND GENERAL FUNDLine Item Allotment La Playa beach restorationAmount of this estimate \$ 75,000Unencumbered Balance after posting this estimate \$

I certify upon my own personal knowledge that budgeted funds are available
for the period and purpose of the expenditure stated above.

4/27/79
Date

Arthur I. Lee
Accounting Officer

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

Document
End

Re La Playa Beach Restoration Project]
_____]

RESOLUTION 79-196

BE IT RESOLVED by the Board of Port Commissioners
of the San Diego Unified Port District, as follows:

That the District hereby accepts and acknowledges the main-
tenance responsibility as provided in the agreement between the
District and The State of California, acting by and through its De-
partment of Boating and Waterways, regarding the La Playa Beach
Restoration Project.

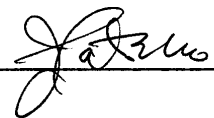
ADOPTED this 24th day of July, 1979.

Presented By: DON L. NAY, Port Director

By _____


ASSISTANT PORT DIRECTOR

Approved: JOSEPH D. PATELLO, Port Attorney



SW
7/25/79