

Request for Proposal

Environmental Services

**ALTERNATE RAW WATER TRANSMISSION LINE (ARWTL)
FEMA-1952-DR-CA PW 79 and Cal OES ID: 059-91099**

**Submittal Deadline is:
December 29, 2016, 2:00 PM**

**Hard Copies Delivered to:
Lorrie Lausten or Hector Ruiz
Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679**



Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679

Introduction

This scope of work outlines the minimum tasks required by Consultant to provide Environmental Services (ES) services for the ARTWL Project (Project). The Project is a major component of Trabuco Canyon Water District's (TCWD's) existing raw water transmission line that supplies up to 5 million gallons per day of untreated raw water to TCWD's Dimension Water Treatment Plant in the City of Lake Forest. The Project consists of the construction of approximately 4,560 feet of 16-inch pipeline and the demolition of the section of existing pipeline that crosses Serrano Creek. The Project is funded by grant programs from FEMA and Cal OES and as such must follow the grant program requirements for construction and administration.

Reference Documents

Electronic copies of the Initial Study and Mitigated Negative Declaration, the Construction Project's Notice Inviting Bids, Bid Documents, list of plan holders, list of attendees at mandatory pre-bid meeting, and addendums can be found at www.crplanwell.com or by calling the Planwell Administrator at (714) 424-8525 or through www.tcwd.ca.gov.

The following project and/or reference documents are also available at www.tcwd.ca.gov or at TCWD's office, located at 32003 Dove Canyon Drive, Trabuco Canyon, CA 92679, during normal business hours: Natural Community Conservation Plan & Habitat Conservation Plan County of Orange Central & Coastal Subregion (NCCP/HCP) and EIR/EIS.

Work By Others

In addition to the construction of the Project, work by others includes construction management, surveying, and geotechnical testing. Work under the construction management also includes inspection, observation, and monitoring of the Contractor's implementation of the NPDES requirements including SWPPP and BMP's and the preparation and filing of the required pre and post storm event inspection paperwork.

Scope of Services

The Consultant will provide the staff and resources necessary to perform professional environmental services, that include monitoring and inspections as required by the Project's Initial Study and Mitigated Negative Declaration, USFWS Conservation Measures, NCCP/HCP Requirements with In-lieu Mitigation Fee payment, the Project's Record of Environmental Consideration (REC), and other environmental documents and permits (See Attachments). All services, where applicable, must be comply with the California Department of Industrial Relations prevailing wage requirements.

Scope of services shall include, at a minimum, the following Tasks and Sub-Tasks:

Task 1: Project Management and Meetings

1.1 Project Management

Conduct project management duties including all administration and coordination, project communication, meeting minutes and reporting (except where included otherwise as a separate task or subtask), adherence to schedule and budget,

invoicing, and reporting as required for completion of the Project's ES Scope of Services.

Included in project management duties shall be the implementation of an effective quality assurance/quality control (QA/QC) program.

1.2 Project Meetings

Attend and/or conduct meetings when required by ES scope of services and by the Project's construction, contractor, or Construction Manager (CM). Coordinate with TCWD for the location and the date and time of meetings. TCWD may, at its discretion, direct Consultant to coordinate directly with the Construction Manager as deemed appropriate.

At the commencement of the Project, the Consultant shall attend a "kick-off" meeting with TCWD and the Design Engineer to review the scope of work, conduct a Project site visit, and review Consultant's Environmental Services scope of work, project schedule, and Consultant's preparation and submittal of an Environmental Services Plan (ES Plan).

Consultant shall attend a pre-construction meeting with the Contractor, subcontractors, TCWD operations, OC Parks, IRWD, the City of Lake Forest, and SCE. Consultant shall be prepared to discuss the Project's various environmental requirements and constraints. Consultant shall conduct a site visit with TCWD prior to the pre-construction meeting.

Consultant shall attend weekly construction meetings, as required. For budgeting purposes, Consultant shall budget for up to 20 weekly one-hour construction meetings.

1.3 Environmental Services (ES) Plan

ES Plan should include procedures, methods, and overall plan for the implementation of the required environmental services during the construction of the project. ES Plan should coordinate with the Contractor's schedule. The Consultant will be prepared to present its ES Plan to TCWD, CM, and Contractor at a construction weekly meeting. The ES Plan shall include a communication protocol for all Project stakeholders.

ES Plan shall include the proper documentation and format required or expected of a Cal OES/FEMA funded project where submittal of the documentation may be required for compliance with a FEMA and/or Cal OES audit of the project's compliance with the environmental conditions and for obtaining reimbursement of Consultant's cost from FEMA and Cal OES.

Consultant will submit a draft ES Plan for review and comment by TCWD before presentation at a construction meeting.

Task 2: Mitigation Measures and Monitoring (MM&M). USFWS CM Measures. - Environmental Monitoring Services

The Consultant shall provide environmental services, as required, to ensure Contractor's work complies with the Mitigated Negative Declaration (MND) Mitigation Measures and Monitoring Requirements, the Final EIS/EIR Section 7.5.3 Minimization/Mitigation Measures hereon collectively referred to as MM&M in this Scope of Services (see Appendices and Reference Documents) and the USFWS Conservation Measures (CM1, CM2, and CM3) for the Project throughout

construction. The Consultant will review and evaluate the Mitigation Measures and Monitoring (MM&M) requirements and coordinate with TCWD and its Construction Manager as required. At a minimum, the Consultant shall assist TCWD with all the required services for compliance with these MM&M and the Conservation Measures as outlined in the following Environmental Issues/Subtasks:

2.1 Biological Resources and Conservation Measures-

Pre-Construction Surveys, Periodic Monitoring and BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, CM-1, CM-2, CM-3, NCCP/HCP Final EIS/EIR Section 7.5.3

BIO-1. Pre-construction survey and coordination with USFWS/CDFW, if required.

Additional resource, if required: Archaeologist certified by the Society of Professional Archaeologist.

BIO-2 and BIO-4. Pre-construction Survey, Temporary Fencing, and Field Markings. Consultant shall perform the work required for compliance with BIO-2 including installation and periodic maintenance of temporary fencing and field markings, where required.

BIO-3 and CM 2. Pre-construction Survey - Monitoring Biologist. Where the Project requires clearing of coastal sage scrub, Consultant shall provide a monitoring biologist, acceptable to the USFWS/CDFW, to be on-site during any clearing of coastal sage scrub. Consultant shall provide services as required under this environmental issue, including full assistance with communication and coordination with USFWS/CDFW.

BIO-5 and MM&M Periodic Monitoring. Biologist shall periodically monitor and make recommendations as required to TCWD and CM, or as directed to on-site CM Inspector.

BIO-7 and BIO-8. Consultant will review MM&M requirements as applicable at appropriate weekly construction meetings with Contractor and CM.

BIO-9 and CM 1, CM 2. Consultant shall anticipate construction after February 15, 2017 and as such work with TCWD, Contractor, and CM in compliance with BIO-9, providing required surveys, temporary fencing, markings and flagging, monitoring of vegetation removal, and recording of such activities. Consultant shall assume work will extend beyond March 15, 2017, for budgeting purposes through the end of May 2017. As such compliance with the USFWS Conservation Measure 1 (CM1) will apply.

When conducting monitoring activities, the Consultant or its field personnel shall document daily activities with a daily report. Daily construction reports shall be filed each day. The Consultant will take color digital photographs of construction activities on a daily basis, where activity requires a field presence for monitoring. Daily activities can be summarized or included with the monthly progress report.

2.2 Cultural Resources -Inspection and Special Inspection

CUL-1, CUL-2, CUL-3

CUL-1. Worker Education/Training. Consultant shall provide a trained archaeologist or historian to implement CUL-1.

CUL-2 and CUL-3. Archaeological Monitoring and Unanticipated and Inadvertent Discoveries. Consultant shall provide a qualified archaeological monitor meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and listed as an Orange County Certified Archaeologist to implement CUL-2 and CUL-3. Archaeological monitor shall be provided during ground disturbing activities, with a maximum of one Archaeologist monitor per ground disturbing vehicle shall be present during ground disturbing activities for areas adjacent to

Serrano Creek. The Construction period in the unpaved area is approximately 15 working days and it is estimated that the Contractor can install 150 linear feet of pipe per day.

CUL-3. Consultant shall provide a Native American/Tribal monitor during ground disturbing activities, with a maximum of one Native American/Tribal monitor per ground disturbing vehicle shall be present during ground disturbing activities for areas adjacent to Serrano Creek. The Construction period in the unpaved area is approximately 15 working days and it is estimated that the Contractor can install 150 linear feet of pipe per day.

CUL-4. Paleontological Resources or Fossils. Provide a qualified paleontologist as required by CUL-4 and as applicable and during construction-related ground disturbing activities if paleontological resources are discovered.

When conducting monitoring activities, the Consultant or its field personnel shall document daily activities with a daily report. Daily construction reports shall be filed each day. The Consultant will take color digital photographs of construction activities on a daily basis, where activity requires a field presence for monitoring. Daily activities can be summarized or included with the monthly progress report.

2.4 Monthly Progress Report

The Consultant shall prepare a Monthly Progress Report summarizing the key project parameters for the reporting period. The Report shall include, at a minimum, schedule, budget, change order status; a description of key MM&M activities performed and any project issues related to environmental compliance for the Project; color photographs; and items that may need to be addressed. The Monthly Progress Report shall be submitted by the final work day of each month.

2.5 Safety

The Consultant shall provide their Safety plan, Including their Injury and Illness Prevention Program (IIPP) for their Personnel, in particular is it pertains to field work and work at the Project site. The Consultant will monitor and ensure that its employees, subcontractors, and other personnel contracted by the Consultant comply with all safety requirements. The Consultant shall promptly notify TCWD and the CM of any observed safety violations.

Task 3: Project Close-Out

3.1 Close-Out Report

The Consultant shall prepare a Close-Out Report including, at a minimum, a summary of the Project MM&M completed, key issues, lessons learned, change summary, schedule summary, and other items for documentation and as applicable for Project close-out and required by CalOES and/or FEMA, and other agencies. The Consultant shall include provisions to submit a DRAFT and FINAL Close-Out Report. Contents of report may be used for auditing purposes by FEMA and Cal OES.

3.2 Project File

At the conclusion of the Project, the Consultant shall transmit all Project-related documentation to TCWD's Project Manager. An electronic version in PDF format shall be maintained through the duration of the Project and transmitted to TCWD. The Project file shall be neatly organized and all files shall be accurately titled and labeled to facilitate ease of access by TCWD staff. The Consultant will present the Project file structure to the TCWD Project Manager when transmitted.

Attachments:

- A. District's Standard Consultant Contract (Professional Services Contract)
- B. FEMA Record of Environmental Consideration (REC)
- C. ARWTL MND Mitigation Measures & Monitoring
- D. Natural Communities Coalition Letter dated August 19, 2016
- E. US Department of the Interior Fish and Wildlife Service letter dated February 24, 2016
- F. FEMA Environmental Policy Memo #5, June 20, 1997
- G. Cal OES Notice of Obligation and Payment Letter dated, April 18, 2016
- H. Typical Form for Soliciting Disadvantaged Business Enterprises (DBEs)

Schedule

Issue RFP	November 23, 2016
Last Day/Time for Submittal of Questions	December 20, 2016 @ 10:00 AM
Addendums Issued up to, if any,	December 22, 2016 @ 5:00 PM
Receive Proposals	December 29, 2016 @ 2:00 PM
Consultant Selection (Board Meeting)	Week of January 8 or 15, 2017
Construction Period	January 2017- end of April, 2017

Proposal Contents and Submittals

Proposals shall be concise and shall not exceed fifteen (15) pages, excluding resumes and Firm's cover letter. Proposals should be submitted in a stapled, letter proposal format without a formal cover or binding (2 copies). Proposal should contain the following information as a minimum:

1. Environmental Services Firm: Description of firm's capability and office(s) of resources where proposed work will be performed.
2. Project Understanding and Approach: Firms understanding of project and, if applicable, description of any particular features, criteria, concepts, or issues. Include description of firms approach and quality control.

Include any value added scope of service, not included in the RFP's tasks, as optional scope of services items that Consultant deems necessary; required of TCWD, CalOES, or FEMA; or that provide added value and efficiency and also result in significant measurable cost savings by Consultant or to Project.

3. Project Team and Experience: Description of specific experience and capabilities of proposed project key team members, including designated project manager, monitor(s), and Cal OES/FEMA experience as related to the previously outlined scope of work. Include description of the project team's past record of performance on similar projects. Include client references that may be contacted by the District. Clearly identify and discuss any proposed subcontract arrangements which would be utilized during this project.
4. Scope of Work: Detailed scope of work and methodology that comprehensively define and describe the individual tasks. This scope of work will be used as a basis for later contract negotiations. Scope of work may be based, but is not limited to, the information contained in this Request for Proposal.
5. Contract and Insurance Requirements: A copy of TCWD's professional services contract with insurance requirements is attached as Attachment A. Consultant is to verify that the firm can and will maintain the required insurances. Consultant should

identify whether or not the firm agrees to the contract language. Any discrepancies should be identified.

Fee Proposal

The fee proposal shall be submitted in a separate sealed envelope labeled "Fee Proposal" in the subject and Consultant's name. The fee proposal shall include:

- A cover letter stating the estimated labor hours and personnel and costs per task;
- The fee schedule shall depict individual project tasks and subtasks, labor-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall be for the duration of the contract.

Proposal Evaluation and Selection Criteria

The proposals will be evaluated on the basis of each Firm's response to all the provisions of this RFP. TCWD will use the following criteria, of which is not intended to be all inclusive and the order is not intended to indicate relative importance or weight, in its evaluation of the proposals submitted:

- Project Understanding and Approach
 - Approach and methodology to performing scope of services, including completeness, demonstrated capability, responsiveness to TCWD's needs, and understanding of the Project and work requirements
 - Acknowledgement of Addendums Issued by TCWD, if applicable.
- Proposed Team Experience and Qualifications
 - Experience of the Firm's team with respect to the RFP's tasks and role (i.e. Project Manager, Monitors, Quality Control, etc.)
 - Experience on similar projects and complexity, including work with project's involving multi-agency permitting and coordination, local projects in Orange County where the NCCP/HCP is applicable.
 - Availability of the proposed team
 - Qualifications, including certifications, of team and members performing the work
 - Recent references from clients on similar type of work performed and successful completion of previous work
 - Experience of team members with Cal OES and FEMA funded projects
- Good Faith Effort in procuring services from Disadvantaged Business Enterprises (DBEs)
 - Documentation of Consultants effort to solicit DBEs will be taken into consideration during the evaluation of the proposals. FEMA encourages the use of DBEs and the outsourcing of tasks to DBEs where a project utilizes grant funds from FEMA. Consultant is encouraged to solicit proposals from DBEs for tasks or subtasks and to keep a record of the solicited firms. Consultant may include this Good Faith Effort in its proposal. A copy of a typical form used in soliciting DBEs is included as Attachment H.

- Level of Effort
 - Proposed level of effort to meet and respond to project requirements
- Project Responsiveness
 - Ability to respond to project requirements, including potential day and night time work, and work within public and private easements
- Contractual Requirements
 - Ability to meet all of TCWD's administrative requirements, including insurance, liability, equal opportunity practices, labor compliance, and any exceptions taken to TCWD's Professional Services Contract
- Value Added
 - Consideration of any optional added value scope of services tasks/items with demonstrated significant and measureable cost savings

This is not a competitive bid process based on price alone. The District may conduct interviews with one or more Firms prior to final selection of the prospective Consultant. The District may review the Fee Proposal for consideration as part of its evaluation and selection. After selection of the prospective Consultant deemed most qualified, the District will initiate negotiations. If an acceptable contract cannot be reached with the prospective Consultant deemed most qualified, the District may then negotiate with the next most qualified prospective Consultant.

The District reserves the right, after opening the proposals, to reject any or all proposals, or to accept proposal(s) that in its sole judgment are in the best interest of the District. Proposals (including accompanying materials) will become the property of the District. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).

Consultants cost for developing, preparing and submitting a proposal are not reimbursable.

Contact Person

The District's contact person for this project is Lorrie Lausten at llausten@tcwd.ca.gov and (949) 858-0277 x130.

Proposal Submission and Addendums

Proposals will be accepted by regular mail or hand delivery to Lorrie Lausten or Hector Ruiz on or before 2:00 P.M. on Thursday, December 29, 2016 at

Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679

Submission of a proposal shall be evidence that Consultant did, in fact, conduct all necessary review of Project Documents and necessary inspections and is aware of and

acknowledges all conditions, restrictions, and limitations affecting performance and costs.

Firm may submit a written request for interpretation or correction of a meaning of any part or section of this Request For Proposal (RFP) or documents, or for finding of any discrepancy or omission in RFP or documents by Firm through December 20, 2016 at 10:00 AM. Any interpretation or correction of this RFP or documents will be made only by addendum issued by TCWD no later than December 22, 2016 at 5:00 PM. Addendums will be posted on TCWD's website.

ATTACHMENT A

DISTRICT'S STANDARD CONSULTANT CONTRACT (SAMPLE)

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("Contract") is entered into _____ by and between **Trabuco Canyon Water District**, hereinafter called "TCWD," and _____ hereinafter called "Consultant."

WHEREAS, TCWD desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

NOW, THEREFORE, TCWD and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICE

- 1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof ("Scope of Services"). In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard Contract terms, TCWD's standard Contract terms shall prevail. Such service shall be performed by employees of the Consultant, operating as an independent Contractor, and not by or as employees of TCWD.

SECTION II

DUTIES OF CONSULTANT

- 2.1 Standards. All work performed by Consultant or under its direction shall be rendered in accordance with the accepted practices and to the standards of Consultant's business or industry.

Employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions hereunder shall perform all services. Consultant's findings, recommendations, and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional cost or expense to TCWD.

- 2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by TCWD's General Manager. The cost of such additional work shall be reimbursed to Consultant by TCWD on the same basis as provided in Section IV. TCWD shall not incur any liability related to any work performed beyond the scope of this Contract until such change has been approved in writing by the General Manager.
- 2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding therefrom the security and safety of any TCWD facility within the job site not under the control of Consultant.

In providing its services hereunder, unless otherwise specifically called for in the Scope of Services, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material present on the project site either prior to Consultant's commencement of work or by reason other than due to the actions of the Consultant. In the event that TCWD becomes aware of the presence of asbestos or hazardous material at the job site, TCWD shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

- 2.4 Consultations. Consultant shall meet with TCWD personnel, or third parties as necessary, on all matters related to the carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party. Contractor shall obtain TCWD's review and approval of completed work monthly, or at such intervals as may be mutually agreed upon, during the course of this work.
- 2.5 Data. Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of TCWD, with the exception of any intellectual property rights expressly contained therein, owned or created by Consultant prior to the effective date of this Contract; and/or created wholly outside the scope of this Contract. Consultant understands and agrees that all copyright and patent rights arising under this Contract belong to and shall constitute the property of TCWD, unless otherwise stated herein. Consultant hereby assigns any and all rights under copyright and patent law to TCWD and agrees to assist TCWD in perfecting the same. Consultant shall deliver all data and information to TCWD upon TCWD's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection of all data and information until such delivery to TCWD. Except as otherwise provided in this Contract, said documents

shall be delivered to TCWD without additional cost to TCWD. Any reuse or modification of Consultant's work product without Consultant's permission shall be at TCWD's sole risk.

- 2.6 Subcontracting. Consultant shall perform the work contemplated by this Contract with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without TCWD's prior written authorization. Consultant may submit with its proposal a list of proposed subcontracts, in which case listed subcontracts shall be deemed accepted by TCWD upon acceptance of such proposal.

SECTION III

DUTIES OF TCWD

- 3.1 Provision of Information. TCWD shall make available to Consultant all data and information in the possession of TCWD that TCWD deems necessary to the preparation of the work, and TCWD shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by TCWD or others without independent review or evaluation.
- 3.2 Review of Progress of Work. TCWD Management may authorize a staff person as a representative to confer with Consultant relative to Consultant's services hereunder. The work in progress hereunder shall be reviewed from time to time by TCWD at the discretion of TCWD or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, TCWD will inform Consultant of the changes or revisions necessary to secure approval.

SECTION IV

FEES AND PAYMENTS

- 4.1 Payment Schedule. Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard Contract terms, TCWD's standard Contract terms shall prevail.
- 4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements. Such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the expenses incurred for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:

"I hereby certify as principal of the firm of _____ that the charge of \$ _____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated _____ and has not been previously paid."

SECTION V

CHANGES IN WORK

- 5.1 **Extra/Changed Work.** TCWD may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 **Change of Schedule.** In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and TCWD.
- 5.3 **Change Authorization.** No representative of TCWD, other than the General Manager, is authorized to obligate TCWD to pay the cost or value of services beyond the scope thereof as herein described. Except in the event of an emergency, all changes authorized by the General Manager shall be in writing. TCWD shall not incur any liability related to any change until such change has been approved in writing by the General Manager.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

- 6.1 **Commencement of Work.** Consultant shall begin work upon receipt by it of written Notice to Proceed from TCWD Management. Said Notice shall not be issued until after this Contract has been approved and authorized by TCWD.
- 6.2 **Completion Schedule.** The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.
- 6.3 **Suspension of Services.** TCWD may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from TCWD of a notice of resumption of services. Any change to the Contract, price, or time of completion sought by

Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

SECTION VII

DELAYS AND EXTENSIONS

- 7.1 Delays. In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. Consultant must submit to TCWD all claims for adjustments to the Schedule for Completion within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

TERMINATION

- 8.1 Termination by Owner. TCWD may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Contract upon written notice to TCWD should TCWD fail to fulfill duties as set forth in Section III or IV.
- 8.3 Effect Upon Records. Upon termination, Consultant shall turn over to TCWD all of the documents, records, and papers related to this Contract, which shall, at the option of TCWD, become TCWD property. TCWD shall not be liable for any costs other than as specified in this Contract.
- 8.4 Examination of Records. TCWD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Contract.
- 8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for TCWD to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify TCWD of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean the following:
- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another partnership or corporation,
 - Any filing of bankruptcy by the Consultant (or any of its partners),

- Loss of Consultant's professional qualifications, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEY'S FEES

- 9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION-HOLD HARMLESS

- 10.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend TCWD, its directors, officers, employees, and authorized volunteers and each of them from and against:
- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this Contract, for damages to persons or property due to the Consultant's negligent or willful acts, errors, or omissions committed. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to TCWD nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
 - b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including, but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the negligence or willful misconduct or, with respect to construction, the active negligence of TCWD, its directors, officers, employees, and authorized volunteers.
 - c. Any and all actions, proceedings, damages, costs, expenses, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on

account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under this Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- e. The duty to indemnify and defend pursuant to this Section 10.1 shall apply only to the extent such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees or agents. This Section to be interpreted in light of current State law.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against TCWD or its directors, officers, employees, and authorized volunteers.

Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against TCWD or its directors, officers, employees, and authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse TCWD or its directors, officers, employees, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by TCWD or its directors, officers, employees, and authorized volunteers.

SECTION XI

INSURANCE

- 11.1 Insurance requirements shall be as set forth attached hereto.

SECTION XII

MISCELLANEOUS PROVISIONS

- 12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to TCWD's employees, agents, or

representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.
- 12.3 Project Manager. Consultant shall designate within its proposal its project manager or project representative, who shall have the authority to act on behalf of Consultant for all purposes under this Contract. TCWD Management reserves the right to approve the project manager assigned by Consultant to said work. In the event TCWD disapproves of the project manager assigned to perform work under this Contract, TCWD shall notify Consultant in writing. Consultant shall meet and confer with TCWD Management within ten (10) days of such written notice, and, absent an agreement to the contrary, assign a new project manager within five (5) days of such meeting. Any substitution of Consultant's project manager shall first be approved in writing by TCWD, which shall not unreasonably hold such approval.
- 12.4 Limitation on Assignment. All services to be furnished under this Contract shall be deemed professional services. As such, the Consultant shall have neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Contract without the prior written consent of TCWD.
- 12.5 Status of Consultant. Consultant is employed to render a contract service only, and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent Contractor with TCWD. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with TCWD.
- 12.6 Licensing. Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Contract. This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of TCWD. In the event the work is not completed, the completed portions thereof shall become the property of TCWD.
- 12.9 Waiver. Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition, or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing,

any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement,

unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract

12.10 Job Costing. Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of TCWD. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to TCWD.

12.11 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To TCWD:

To Consultant: _____

Trabuco Canyon Water District
Attention: General Manager
32003 Dove Canyon Dr
Trabuco Canyon, CA 92679

12.12 Jurisdiction. The parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.

- 12.13 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.
- 12.14 Signatories The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

_____(CONSULTANT)

TRABUCO CANYON WATER DISTRICT

By: _____
Title

By: _____
Hector Ruiz, General Manager

Print
Name: _____

DISTRICT'S INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of TCWD, its directors, officers, employees, and authorized volunteers in accordance with the requirements set forth herein.

Commercial General Liability Insurance. Primary coverage shall be provided on Insurance Services Office CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate applicable exclusively to this project. There shall be no cross liability exclusion. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to TCWD, its directors, officers, employees, and authorized volunteers. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of TCWD as established by agreement between the parties or by the findings of a court of competent jurisdiction. TCWD, its directors, officers, employees, and authorized volunteers shall be added as insureds using Insurance Services Office additional insured endorsement form CG 20 10 11 85.

Business Auto Coverage. Primary coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non-owned, and hired autos. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy as applicable. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects TCWD, its directors, officers, employees, and authorized volunteers. By the signatures hereunder, each party certifies that it is aware of the provision of Section 3700 of the California Labor Code which requires every employer (and their consultants and subcontractors) to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Contract.

Professional Liability or Errors and Omissions Insurance. Coverage as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Contract. Any policy exclusions affecting work performed under this Contract (such as lead, asbestos, testing, soil work, laboratory analysis, etc.) must be deleted. The policy limit shall be no less than one million dollars per claim and in the aggregate. The limit must be separate from other project limits and applicable to this project only. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to TCWD, its directors, officers, employees, and authorized volunteers. If the work contemplated by this Contract includes any asbestos removal, identification or other treatment, any failure to detect asbestos exclusion must be deleted. Exclusions for any claims arising out of suspected deficiency, or the malfunction of any products, process technique, system, or piece of equipment sold, procured, or otherwise furnished, is to be deleted.

General conditions pertaining to provision of insurance coverage. Consultant and TCWD agree to the following provisions regarding insurance provided:

1. Consultant agrees to provide insurance in accordance with the requirements set forth here. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, TCWD has the right, but not the duty, to obtain the insurance it deems necessary and Consultant will promptly reimburse any premium paid by TCWD.
2. All insurance coverage and limits provided by Consultant and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other contract relating to TCWD or its operations limits the application of such insurance coverage.
3. Unless otherwise approved by TCWD, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A-:VII. Self-insurance will not be considered to comply with these insurance specifications.
4. Any deductible or "self-insured retention" must be declared and approved by TCWD. TCWD reserves the right to require any specified deductible or the self-insured retention to be reduced, eliminated, or, in the case of a self-insured retention, replaced by a deductible. Self-funding, policy fronting, or other mechanisms to avoid risk transfer are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to TCWD before any notice to proceed is issued.
5. Prior to the commencement of work, Consultant agrees to provide evidence of the insurance required herein, satisfactory to TCWD, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Consultant's general liability policy using Insurance Services Office form CG 20 10 11 85. Consultant agrees, upon request by TCWD, to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of TCWD or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of TCWD or any additional insured, in this or any other regard.
6. Certificate(s) are to reflect that the insurer will provide thirty (30) days' notice to TCWD of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation or that any party will "endeavor (as opposed to being required) to comply with the requirements of the certificate(s)."
7. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in

these specifications applicable to the renewing or new coverage must be provided to TCWD within five (5) days of the expiration of the coverages.

8. Consultant agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of Consultant unless otherwise agreed to by TCWD. The subcontractor's general liability insurance shall add as additional insureds all parties to this Contract using Insurance Services Office form CG 20 10 11 85. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

ATTACHMENT B

FEMA RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079

Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: CAT F, Trabuco Canyon Water District, Orange County. Reroute 16 inch raw water pipe underneath a recreational path. Please note project has many conditions. \$1,292,500 - khardege - 02/25/2016 17:14:01 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
ix	(ix) Acquisition, installation, or operation of utility and communication systems that use existing distribution systems or facilities, or currently used infrastructure rights-of-way;	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project is located in a non-attainment area	See project conditions for CAA. - khardege - 02/25/2016 19:36:12 GMT
	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	See attached correspondence with USACE and the project conditions. - khardege - 02/25/2016 18:38:48 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079

Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Project is to relocated a water pipe suspended above the floodplain. The project is conditioned by the USACE under the CWA for immediate removal of excessive dirt associated with the removal of the pipe. See project condition for CWA and EO 11988. - khardege - 02/25/2016 20:27:13 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	This project is elevated above the wetlands area. Project is conditioned under CWA for immediate removal of excess sediment. - khardege - 02/25/2016 20:24:55 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Executive Order 13112 - Invasive Species	Completed	Review concluded	See project conditions for EO13112 - khardege - 02/25/2016 20:22:05 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	FEMA requested and recieved concurrence for participation to use an existing HCP/NCPP. See attached documentation and project conditions. - khardege - 02/25/2016 19:28:13 GMTSee also revised fee schedule.Based on our review of the information provided to us, we have determined that the proposed projectis consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieufee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x\$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher onthe project site, and 3) the Applicant will implement the construction-related minimization measures - khardege - 02/25/2016 19:35:02 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	See project conditions under ESA. - khardege - 02/25/2016 19:37:53 GMTBased on the scope of work the project

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079

Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

Environmental Law/
Executive Order

Status

Description

Comments

has potential to take migratory birds. The Subgrantee is required to comply with the Migratory Bird Treaty Act. Failure to comply with this condition may jeopardize receipt of federal funding. - khardege - 02/25/2016 19:39:36 GMT

Completed Project has potential to take migratory birds

Completed Contact made with USFWS - Review concluded

Magnuson-Stevens Fishery Conservation and Management Act (MSA)

Completed Project not located in or near Essential Fish Habitat - Review concluded

National Historic Preservation Act (NHPA)

Completed Standard Section 106 review

FEMA sent letters to Federally recognized Tribes
FEMA requested concurrence from the CA SHPO in a letter dated December 31, 2013. - khardege - 02/25/2016 19:53:53 GMT
FEMA sent letters to the Tribes on April 17, 2013. Two Tribes responded by email and phone call requesting a Tribal monitor. FEMA received concurrence from the SHPO in a letter dated March 11, 2014. See attached documentation and project conditions for NHPA. - khardege - 02/25/2016 20:21:08 GMT

Completed Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review

Completed Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded

Completed Project affects undisturbed ground

Completed Project area has potential for presence of archeological resources

Completed Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Completed Review concluded

See project conditions for RCRA. - khardege - 02/25/2016 19:38:26 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079

Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

Environmental Law/ Executive Order	Status	Description	Comments
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Excessive dirt and the damaged pipe (in the case that it falls) must be removed immediately from the Serrano Creek. See attachment in CWA for additional information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

Vehicles and equipment used on the project site can facilitate the spread of non-native, invasive plants by transporting seeds and plant parts. Prior to entering a project site, all vehicles and equipment should be washed to prevent the transport of seeds and plant material to other sites. Washing vehicles and equipment before entering or leaving a project site should be done in areas where the establishment of non-native, invasive plants is unlikely or can be prevented.

Source of condition: Executive Order 13112 - Invasive Species

Monitoring Required: No

The project is located in Orange County which is within a nonattainment area for 8-hour Ozone, PM-2.5 and maintenance area for Carbon Monoxide according to the USEPA (<http://www.epa.gov/oaqps001/greenbk/ancl.html>, updated 1 October 2015). Based on the scope of work, the potential emissions from project activities are clearly below de minimis thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. The Applicant is responsible for complying with all other applicable subparts of the CAA. Failure to do so could jeopardize the receipt of federal funding. Any changes to the scope of work must be resubmitted to FEMA for General Conformity Rule review prior to initiation of any work.

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

Walking access into Serrano Creek for labor and hand carried equipment and tools will be required. Walking access is needed from both sides of Serrano Creek to safely perform the work. The walking access will not require clearing or grubbing. Soil removal will be necessary to expose a portion of the existing pipeline on either side of the creek crossing in order to cut the pipe. After the pipeline is cut at both ends it will be allowed to drop into Serrano Creek. The Contractor shall plug the end of the existing pipeline to be abandoned in place and the excavation backfilled to match existing grade. Walking access will be required into Serrano Creek to hand carry equipment and tools necessary to cut the portion of dropped pipeline into pieces for removal. All large pieces of the pipeline will be removed. One potential option is to

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hoist the pieces out of Serrano Creek by fixing a chain to the pieces and lifting the pieces with a winch. The winch would be set up from the Serrano Creek Trail and the cable ran along the ground and into the creek. After the pipeline has been removed it will be hauled offsite for disposal. The Contractor shall remove all equipment, tools and debris before leaving the creek. Language within the contract will require the Contractor to schedule the pipe removal work within the creek outside of the nesting season.

Source of condition: Clean Water Act (CWA)

Monitoring Required: No

CM 2. All project activities will be conducted in the presence of a construction monitor to ensure activities are confined to the anticipated project footprint and that riparian vegetation surrounding the project site is not impacted. The biological monitor will have the authority to stop any work that has the potential to disturb vegetation outside the project footprint. The biological monitor will provide summary photographs to the CFWO and FEMA within 30 days of project completion detailing any deviance from the proposed project.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079

Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

CM 2. All project activities will be conducted in the presence of a construction monitor to ensure activities are confined to the anticipated project footprint and that riparian vegetation surrounding the project site is not impacted. The biological monitor will have the authority to stop any work that has the potential to disturb vegetation outside the project footprint. The biological monitor will provide summary photographs to the CFWO and FEMA within 30 days of project completion detailing any deviance from the proposed project.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: Yes

The City of Lake Forest is a Participating Jurisdiction within the NCCP/HCP plan area. Under the NCCP/HCP, potential effects to gnatcatchers within specific areas in Participating Jurisdictions may be addressed through payment of an in-lieu mitigation fee to the Natural Communities Coalition, the non-profit agency responsible for implementing the NCCP/HCP (NCCP/HCP, Section 6.2.2). The Trabuco Canyon Water District has agreed to pay the in-lieu fee to address impacts to 0.25 acre of coastal sage scrub, the preferred habitat for the gnatcatcher. Based on our review of the information provided to us, we have determined that the proposed project is consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieu fee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x \$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher on the project site, and 3) the Applicant will implement the construction-related minimization measures as outlined in Section 7.5.3 of the FEIS/FEIR.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

Conservation Measures (CM)

CM 1. If construction is implemented during the vireo breeding season, which extends from March 15 through September 15, surveys by a biological monitor approved by the Carlsbad Fish and Wildlife Office (CFWO) will be conducted a minimum of three times, on separate days, to determine the presence of vireo nest building activities, egg incubation activities, or brood rearing activities within 300 feet of the project area. These surveys will be conducted within the week prior to the initiation of project activities. If no nest, nesting behavior, or brood rearing activities are detected within 300 feet of the project area, work may commence. If nesting vireos are detected, nest monitoring will be initiated, and work will be postponed within 300 feet of the nesting pair(s) until the nest is determined to be a success of failure by the biological monitor and the CFWO agrees that work may proceed.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: Yes

CM 3. The Trabuco Canyon Water District will implement the construction-related minimization measures as outlined in Section 7.5.3 of the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR) for the NCCP/HCP to avoid and minimize potential effects to the gnatcatcher.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

Based on the scope of work the project has potential to take migratory birds. The Subgrantee is required to comply with the Migratory Bird Treaty Act. Failure to comply with this condition may jeopardize receipt of federal funding. See project conditions for ESA.

Source of condition: Migratory Bird Treaty Act (MBTA)

Monitoring Required: No

A Tribal Monitor and a Secretary of Interior qualified Archeologist must be present during ground disturbing activities.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: Yes

All wastes must be collected, stored, transported, and disposed of in accordance with State and Federal requirements. In addition to RCRA, asbestos-containing materials and lead-based paint must be tested for, abated, and otherwise handled in accordance with all other applicable laws, regulations, and ordinances including, but not limited to, the Clean Air Act and the Toxic Substances Control Act.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-09-CA-1952-PW-00079**Title:** TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

All wastes must be collected, stored, transported, and disposed of in accordance with State and Federal requirements. In addition to RCRA, asbestos-containing materials and lead-based paint must be tested for, abated, and otherwise handled in accordance with all other applicable laws, regulations, and ordinances including, but not limited to, the Clean Air Act and the Toxic Substances Control Act.

Disposal Act (RCRA)

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

ATTACHMENT C

ARWTL MND MITIGATION MEASURES & MONITORING

EXHIBIT A

Trabuco Canyon Water District Mitigation Monitoring and Reporting Program Alternate Raw Water Transmission Line Project April 2016

The California Environmental Quality Act (CEQA) was amended in 1989 to add section 21081.6 to the Public Resources Code. Section 21081.6 (a) (1) states that *“the public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation.”*

Furthermore, Section 21081.6 requires a public agency to adopt a mitigation monitoring and reporting program for assessing and ensuring compliance with any required mitigation measure identified for the proposed project. Section 21081.6 provides general guidelines in implementing mitigation monitoring and reporting programs and mandates that specific reporting and monitoring requirements be defined prior to the close of the public review period for the mitigated negative declaration.

The Mitigation Monitoring and Reporting Program (MMRP) table below lists those mitigation measures that may be included as conditions of approval for the proposed *Alternate Raw Water Transmission Main Project*. These measures correspond to those discussed in *Chapter 4 Mitigation Measures* of the Initial Study/Mitigated Negative Declaration. To ensure that the proposed project’s mitigation measures would be properly implemented, a monitoring program has been developed that specifies the timing of and responsibility for monitoring each measure. The Contractor would have the responsibility for implementing most of the measures, and the District would have the primary responsibility for monitoring and recording the implementation of the mitigation measures, as described.

**TRABUCO CANYON WATER DISTRICT -
ALTERNATE RAW WATER TRANSMISSION LINE PROJECT**

MITIGATION MEASURES & MONITORING

<u>Environmental Issue No.</u>	<u>Mitigation Measure(s)</u>	<u>Party Responsible For Monitoring</u>	<u>Compliance Action(s)</u>
BIOLOGICAL RESOURCE			
BIO-1	To the maximum extent practicable, no disturbance of coastal sage scrub habitat that is occupied by nesting gnatcatchers will occur during the breeding season (February 15 through July 15). It is expressly understood that this provision and the remaining provisions of these “construction-related minimization measures” are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control measure and emergency facility repairs. In the event of such public health and safety circumstances, landowners or public agencies/utilities will provide USFWS/CDFW with the maximum practicable notice (or such notice as is specified in the NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens, and any other coastal sage scrub Identified Species that are not otherwise flushed and will carry out the following measures only to the extent as practicable in the context of the public health and safety considerations. In the event archaeological or historic resources are exposed during soil disturbance, an archaeologist certified by the Society of Professional Archeologists will be contacted in order to determine the significance of the resources and what further steps may be required to mitigate any impacts presented by the discovery.	Trabuco Canyon Water District or Designee	Pre-Construction Survey
BIO-2	Prior to commencement of trenching operations or other activities involving significant soil disturbance, all areas of coastal sage scrub habitat to be avoided under the provisions of the NCCP/HCP shall be identified with temporary fencing or other markers clearly visible to construction personnel. Additionally, prior to the commencement of trenching operations or other activities involving disturbance of coastal sage scrub, a survey will be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance activities and the locations of any such species shall be clearly marked and identified on the construction plans.	Trabuco Canyon Water District or Designee	Pre-Construction Survey

BIO-3	A monitoring biologist, acceptable to USFWS/CDFW, will be on-site during any clearing of coastal sage scrub. The landowner or relevant public agency/utility will advise USFWS/CDFW at least seven (7) calendar days [and preferably fourteen (14) calendar days] prior to the clearing of any habitat occupied by Identified Species to allow USFWS/CDFW to work with the monitoring biologist in connection with bird flushing/capture activities. The monitoring biologist will flush Identified Species (avian or other mobile Identified Species) from occupied habitat areas immediately prior to brush-clearing and earth-moving activities. If birds cannot be flushed, they will be captured in mist nets, if feasible, and relocated to areas of the site to be protected or to the NCCP/HCP Reserve System. It will be the responsibility of the monitoring biologist to assure that Identified bird species will not be directly impacted by brush-clearing and earth-moving equipment in a manner that also allows for construction activities on a timely basis.	Trabuco Canyon Water District or Designee	Pre-Construction Survey
BIO-4	Prior to commencement of trenching activities within the trail areas of the proposed alignment, all areas of coastal sage scrub habitat to be avoided by construction equipment and personnel will be marked with temporary fencing and other appropriate markers clearly visible to construction personnel. No construction access, parking, or storage of equipment or materials will be permitted within such marked areas.	Trabuco Canyon Water District or Designee	Pre-Construction Survey
BIO-5	Coastal sage scrub identified in the NCCP/HCP for protection and located within the likely dust-drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves as recommended by the monitoring biologist.	Trabuco Canyon Water District or Designee	Periodic Monitoring During Construction
BIO-6	To minimize any potential temporary impacts during construction to wildlife that may occur within the project area, the Best Management Practices listed below shall be followed: - Any open trenches shall be covered at the end of each work day in a manner to prevent the entrapment of wildlife, or adequately ramped to provide an animal escape. - If any wildlife is encountered during construction, the wildlife shall be allowed to leave the work area unharmed and should be flushed or herded in a safe direction away from the work area(s). - All vehicles and equipment shall be maintained in proper working condition to minimize fugitive emissions and accidental spills from motor oil, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. All spill material removed shall be disposed of at an appropriate off-site landfill. Maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills, such as a spill containment kit. - All litter and pollutions laws shall be followed. If trash receptacles are provided within or near the work areas, they are to be wildlife-proof.	Trabuco Canyon Water District or Designee	Shown in Contract Documents
BIO-7	Mitigation for any impacts to Coastal Sage Scrub (including Sagebrush Scrub, Sagebrush Scrub/Mulefat Scrub, Southern Cactus Scrub/Disturbed, and Southern Willow Scrub) shall be provided according to USFWS ratios (a minimum 2:1 ratio, and up to a 3:1 ratio and even a 5:1 ratio for high quality habitats or important populations of the listed species). Instead of performing the mitigation, an in-lieu fee of \$65,000 per acre in compliance with the NCCP/HCP can be applied.	Trabuco Canyon Water District or Designee	In-Lieu Fee per NCCP/HCP

BIO-8	To minimize any potential temporary impacts during construction to wildlife movement that may occur within Serrano Creek during project implementation, Best Management Practices as listed below shall be followed: • If night-time construction is required, lighting should be directed away from native vegetation and should be limited to the minimum amount necessary to complete the maintenance activities. • Staging or storage areas should occur outside of Serrano Creek, unless otherwise authorized by CDFW, USACE and/or RWQCB. • Any equipment or vehicles driven and/or operated within or adjacent to ponded or flowing water within Serrano Creek should be checked and maintained daily, to prevent leaks of materials that, if introduced to water, could be harmful to aquatic species. • Stationary equipment such as motors, pumps, or generators, located within or adjacent to ponded or flowing water within Serrano Creek should be positioned over drip pans. • No equipment maintenance should be done within or adjacent to ponded or flowing water within Serrano Creek where petroleum products or other pollutants from the equipment may enter into the water. • No waste, cement, concrete, asphalt, paint, oil, or any other substances used during maintenance activities which could be hazardous to aquatic life, or other organic or earthen material, should be allowed to contaminate the soil and/or enter into or be placed where it may be washed by rainfall or runoff into ponded or flowing water within Serrano Creek. Any of these materials placed where they may affect ponded or flowing water shall be removed immediately upon observation. When construction is completed, any excess non-native materials shall be removed from the work area, unless authorized by CDFW, USACE and/or RWQCB. • All exposed/disturbed areas should be stabilized to the greatest extent possible using appropriate, industry standard erosion control measures. • No construction should occur during active precipitation. If any precipitation is forecasted, the work area should be secured at least one day prior so no materials enter or wash into Serrano Creek.	Trabuco Canyon Water District or Designee	Shown in Contract Documents
BIO-9	In compliance with the NCCP/HCP, the following avoidance measures pertaining to nesting birds shall be followed: • Efforts shall be made to schedule all vegetation removal activities outside the nesting season (August 1- February 15) to ensure that no active nests would be disturbed. • If vegetation is to be cleared during the nesting season (February 15 –July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds by a qualified biologist prior to removal. If any active nests are detected, the area will be flagged, along with a 100-foot buffer (300 feet for raptors), and will be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, a biologist will be present on-site to monitor the vegetation removal to ensure that nests not detected during the initial survey are not disturbed. No permanent impacts to wildlife movement corridors are anticipated. Temporary impacts would be considered less than significant through implementation of the NCCP/HCP avoidance measures for migratory nesting bird species discussed herein and integrated into project biological resource mitigation.	Trabuco Canyon Water District or Designee	Pre-Construction Survey
CULTURAL RESOURCES			

CUL-1	Worker Education/Training—Prior to project implementation, all non-cultural resources project personnel will be briefed by a trained archaeologist or historian and/or a presentation created by a trained archaeologist or historian on the prehistoric and historic resource types within the project area. In addition, the training will include a discussion on the importance of, and the legal basis for, the protection of significant archaeological resources. Personnel will be given a training brochure regarding identification of cultural resources and protocols for reporting finds. All archaeological and any Native American monitors will be introduced to project personnel and their roles explained.	Trabuco Canyon Water District or designee	Retain Archeologist during grading and construction activities for areas adjacent to Serrano Creek.
CUL-2	Archaeological Monitoring—Given the archaeological sensitivity of the APE, a qualified archaeological monitor meeting the Secretary of the Interior’s Professional Qualification Standards for Archaeology and listed as an Orange County Certified Archaeologist shall be present on-site during ground disturbing activities. One monitor per excavation or ground-disturbing vehicle shall be present. If any cultural resources are identified by the monitor(s) during ground disturbing activities, the resource will be treated as an unanticipated discovery and the protocols outlined in CUL-3 will be followed. A maximum of one Native American monitor per ground-disturbing vehicle shall be present during ground disturbing activities.	Trabuco Canyon Water District or Designee	Retain Archeologist during grading and construction activities for areas adjacent to Serrano Creek.
CUL-3	Unanticipated and Inadvertent Discoveries— If the construction staff or others observe previously unidentified archaeological resources during construction, they will halt work within a 200-foot radius of the find(s), delineate the area of the find with flagging tape or rope (may also include dirt spoils from the find area), and immediately notify the project Archaeologist. Construction will halt within the flagged or roped-off area. The project Archaeologist will assess the resource as soon as possible and determine appropriate next steps in coordination with TCWD (and Native American representatives, if necessary). Such finds will be formally recorded and evaluated. The resource will be protected from further disturbance or looting pending evaluation. If human remains and/or cultural items defined by the Health and Safety Code, Section 7050.5, are inadvertently discovered during construction activities, all work in the vicinity of the find will cease and the Orange County Coroner will be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours. The NAHC shall immediately notify the person it believes to be the Most Likely Descendent (MLD) as stipulated by California Public Resources Code, Section 5097.98. The MLD(s), with the permission of the landowner and/or authorized representative, shall inspect the site of the discovered remains and recommend treatment regarding the remains and any associated grave goods. The MLD shall complete their inspection and make their recommendations within 48 hours of notification by the NAHC.	Trabuco Canyon Water District or Designee	Retain Archeologist during grading and construction activities for areas adjacent to Serrano Creek and contact County Coroner if applicable, notify Native American Heritage Commission
CUL-4	During construction, in the event that suspected paleontological resources or fossiliferous units are discovered during ground-disturbing activities, work will stop in that area and within 50 feet of the find until a qualified paleontologist is contacted and can assess the significance of the find. If necessary, the paleontologist will develop appropriate treatment measures, which may include provisions for recovery, treatment, and curation of any recovered paleontological resources. Treatment measures may also include monitoring the remainder of construction activities by a qualified paleontologist during construction-related ground-disturbing activities if paleontological resources are discovered.	Trabuco Canyon Water District or Designee	Contact Paleontologist as required

NOISE			
N-1	To comply with the City of Lake Forest noise ordinance, construction operations will be restricted to daytime hours between 7:00 a.m. and 10:00 p.m. and will only occur on weekdays exclusive of holidays. Nighttime construction, if necessary, would be limited to the area of Dimension Drive depending on the requirements of the City of Lake Forest to reduce traffic congestion during peak commuting hours.	Trabuco Canyon Water District or Designee	Compliance per City of Lake Forest Encroachment Permit. As shown in contract documents
N-3	The use of noise-producing signals, including horns, whistles, alarms, and bells, will be for safety warning purposes only.	Trabuco Canyon Water District or Designee	Compliance per City of Lake Forest Encroachment Permit. As shown in contract documents
N-4	All noise-producing construction equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed “package” equipment (e.g., arc-welders, air compressors) will be equipped with shrouds and noise control features that are readily available for that type of equipment.	Trabuco Canyon Water District or Designee	Compliance per City of Lake Forest Encroachment Permit. As shown in contract documents
TRANSPORTATION/TRAFFIC			
TR-1	The construction contractor shall prepare and implement a Traffic Control/Traffic Management Plan prior to construction. The plan shall: • Identify hours of construction and hours for deliveries; • Include a work area delineation requiring traffic control and flagging; • Identify all access and parking restrictions, pavement markings and signage requirements (e.g., speed limit, temporary loading zones); • Maintain access to residence and business driveways, and public facilities at all times to the extent feasible; maintain access to recreational resources to the extent feasible; and minimize access disruptions to businesses and residences; • Notify affected residents and businesses prior to the start of construction; and • Include a plan to coordinate all construction activities with emergency service providers in the area at least one week in advance. Emergency service providers shall be notified of the timing, location, and duration of construction activities.	Trabuco Canyon Water District or Designee	Compliance per City of Lake Forest Encroachment Permit. As shown in contract documents

ATTACHMENT D
NATURAL COMMUNITIES COALITION LETTER DATED
AUGUST 19, 2016



U.S. Fish and Wildlife Service | California Department of Fish and Wildlife
Irvine Ranch Water District | California Department of Parks and Recreation | County of Orange
Metropolitan Water District | Southern California Edison | University of California, Irvine
Transportation Corridor Agencies | City of Irvine | City of Newport Beach | The Irvine Company
Coastal Greenbelt Authority | Orange County Fire Authority

August 19, 2016

Lorrie Lausten, P.E.
Engineer
Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679

RE: *Receipt of NCCP/HCP In-Lieu Mitigation Fee for the Alternate Raw Water Transmission Line Project, City of Lake Forest, Orange County, CA.*

Dear Lorrie:

This is to acknowledge that on August 19, 2016, the Natural Communities Coalition (NCC) received funds in the form of one check, #005092, in the amount of \$16,250, representing the total In-Lieu Mitigation Fee payment for the Alternate Raw Water Transmission Line Project in the City of Lake Forest, Orange County, California.

This check will be deposited in NCC's Restoration and Enhancement Fund and used either for habitat restoration or acquisition of property with high conservation value that would be included in the reserve system.

We understand that the payment constitutes a voluntary election to seek authorization for the loss of a total of 0.25 acre of coastal sage scrub (CSS) habitat considered occupied as a result of impacts resulting from the above-referenced geotechnical investigations project.

The fee is based on a rate of \$65,000 per acre as established by the Nature Reserve of Orange County Board of Directors in accordance with their Resolution 06-01.

Pursuant to Sections 7.0(b)(3) and (d) of the Central and Coastal NCCP/HCP Implementation Agreement, payment of this mitigation fee satisfies the requirements of FESA and CESA with respect to the specified amount of occupied habitat and authorizes Take of all CSS Species included in the Section 10(a) Permit and CDFW Management Authorization issued by that agreement. This fee does not satisfy mitigation requirements associated with the removal of habitat other than occupied coastal sage scrub.

We understand that the amount of occupied habitat for which this fee is being paid is based on an assessment by the project's biological consultant. Please be advised that acceptance of this fee by the Reserve does not constitute an endorsement of your assessment of the extent of occupied habitat that will be impacted by the subject project.

If it is subsequently determined that more than 0.25 acre of occupied CSS habitat will be taken by your project, further mitigation and/or fees may be required.

Ms. Lorrie Lausten
Trabuco Canyon Water District
August 19, 2016
Page 2

As previously noted, payment of this fee constitutes full mitigation for all "covered" species described in the Central and Coastal NCCP/HCP Implementation Agreement. If the coastal sage scrub habitat that will be disturbed by your project contains "conditionally covered" species as defined by that agreement, further mitigation will be required.

In addition to the payment of the mitigation fee, the Central and Coastal NCCP Implementation Agreement requires that all non-participating landowners who elect to utilize the fee option must also comply with certain construction mitigation and minimization measures. A copy of these supplementary mitigation measures is attached for your review and implementation.

Sincerely,

A handwritten signature in blue ink, appearing to read "JS", is written over a large, stylized blue checkmark.

James M. Sulentic
Executive Director

Enclosure

CC: Jonathan Snyder, USFWS
David Mayer, CDFW
Steve LaMar, NCC

Central and Coastal NCCP / HCP
Mandatory Construction Mitigation Measures

The NCCP/HCP proposes that certain construction-related mitigation measures be required to assure that development/construction within areas recommended to be authorized for incidental take of CSS (including allowed uses within the reserve system) be undertaken in a manner that minimizes impacts on gnatcatchers presently using or in close proximity to the habitat to be converted. These mitigation measures are also be expected to benefit other Identified CSS species.

For participating landowners, each landowner will comply with these construction-related mitigation measures" as part of compliance with the their individual Section 10(a) permit pursuant to the Implementation Agreement. For "non-participating landowners," the construction-related mitigation measures will be integrated with standard brush-clearance / grading permits at the local government level by signatory local governments as specified in the Implementation Agreement.

Since the construction-related mitigation measures are based on measures required in prior gnatcatcher Section 7 consultations and Section 10 HCPs, these measures are determined to constitute significant minimization / mitigation of impacts of uses proposed to be allowed in or near CSS occupied by gnatcatchers.

MINIMIZATION / MITIGATION MEASURES - CONSTRUCTION RELATED IMPACTS

1. To the maximum extent practicable, no grading of CSS habitat that is occupied by nesting gnatcatchers will occur during the breeding season (February 15 through July 15). It is expressly understood that this provision and the remaining provisions of these "construction-related mitigation measures," are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control measure and emergency facility repairs. In the event of such public health and safety circumstances, landowners or public agencies / utilities will provide USFWS / CDFG with the maximum practicable notice (or such notice as is specified in the NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens and any other CSS Identified Species that are not otherwise flushed and will carry out the following measures only to the extent as practicable in the context of the public health and safety considerations.
2. Prior to the commencement of grading operations or other activities involving significant soil disturbance, all areas of CSS habitat to be avoided under the provisions of the NCCP / HCP, shall be identified with temporary fencing or other markers clearly visible to construction personnel. Additionally, prior to the commencement of grading operations or other activities involving disturbance of CSS, a survey will be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance activities and the locations of any such species shall be clearly marked and identified on the construction/grading plans.

ATTACHMENT E

US DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE
LETTER DATED FEBRUARY 24, 2016



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services
Carlsbad Fish and Wildlife Office
2177 Salk Avenue, Suite 250
Carlsbad, California 92008



In Reply Refer To:
FWS-OR-16B0196-1610404

FEB 24 2016

Katerina Hardegen
Federal Emergency Management Agency
Region IX
1111 Broadway, Suite 1200
Oakland, California 94607-4052

Subject: Informal Section 7 Consultation for the Alternate Raw Water Transmission Line Project, City of Lake Forest, Orange County, California

Dear Ms. Hardegen:

This is in response to your letter dated February 16, 2016, requesting consultation in accordance with section 7 of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*) regarding the Alternate Raw Water Transmission Line Project in the City of Lake Forest, Orange County, California, and its effects on the federally threatened coastal California gnatcatcher (*Poliophtila californica californica*; gnatcatcher) and federally endangered least Bell's vireo (*Vireo bellii pusillus*; vireo). Your agency will provide funding to the Trabuco Canyon Water District through the State of California Office of Emergency Services for the proposed project which involves relocating the existing 16-inch raw water transmission line that was damaged during storms in the winter of 2010-2011.

In your letter, you requested our concurrence that the proposed project is not likely to adversely affect the vireo and that potential effects to the gnatcatcher will be covered through the payment of an "in-lieu fee" consistent with the Orange County Central and Coastal Subregions Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). As described in our analysis below, we have determined that with the implementation of proposed conservation measures, the project is not likely to adversely affect vireo or gnatcatcher. In addition, we agree that with payment of the in-lieu fee, the project is consistent with the NCCP/HCP.

The proposed project is the relocation of an existing 16-inch water transmission line. The new alignment will involve construction of 4,330 linear feet of pipe under an existing dirt recreational trail, Prism Place, and Dimension Drive. The pipeline installation is anticipated to impact a total of 0.25 acre¹ of coastal sage scrub, the preferred habitat for the gnatcatcher, in narrow strips along the

¹ The acreage of coastal sage scrub impact anticipated from the proposed project was referred to as 0.28 and 0.25 acre in supporting documentation. Consistent with your email dated February 24, 2016, the final calculation of coastal sage scrub impact is 0.25 acre.

pipeline alignment. The project will also include minor trimming of branches within southern willow scrub habitat; roots will not be damaged or removed. Protocol surveys for gnatcatcher and vireo were not conducted for this project, but both species have been observed in proximity to the project. Based on the presence of suitable habitat in proximity to these documented occurrences, there is a high potential that the affected habitat is occupied by gnatcatcher and vireo.

Conservation Measures (CM)

- CM 1. If construction is implemented during the vireo breeding season, which extends from March 15 through September 15, surveys by a biological monitor approved by the Carlsbad Fish and Wildlife Office (CFWO) will be conducted a minimum of three times, on separate days, to determine the presence of vireo nest building activities, egg incubation activities, or brood rearing activities within 300 feet of the project area. These surveys will be conducted within the week prior to the initiation of project activities. If no nest, nesting behavior, or brood rearing activities are detected within 300 feet of the project area, work may commence. If nesting vireos are detected, nest monitoring will be initiated, and work will be postponed within 300 feet of the nesting pair(s) until the nest is determined to be a success or failure by the biological monitor and the CFWO agrees that work may proceed.
- CM 2. All project activities will be conducted in the presence of a construction monitor to ensure activities are confined to the anticipated project footprint and that riparian vegetation surrounding the project site is not impacted. The biological monitor will have the authority to stop any work that has the potential to disturb vegetation outside the project footprint. The biological monitor will provide summary photographs to the CFWO and FEMA within 30 days of project completion detailing any deviance from the proposed project.
- CM 3. The Trabuco Canyon Water District will implement the construction-related minimization measures as outlined in Section 7.5.3 of the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR) for the NCCP/HCP to avoid and minimize potential effects to the gnatcatcher.

Consistency with the NCCP/HCP

The proposed project is located within the plan area for the NCCP/HCP. The NCCP/HCP established a multiple species conservation program to minimize and mitigate habitat loss and impacts to "Covered Species," including gnatcatcher, resulting from implementation of "Planned Activities" by Participating Landowners. In association with adoption of the NCCP/HCP, the Service issued section 10(a)(1)(B) incidental take permits to the Participating Landowners for those listed species included in the Covered Species list, pursuant to the terms of the NCCP/HCP. The Service also issued incidental take permits to "Participating Jurisdictions" to address impacts to gnatcatcher-occupied coastal sage scrub by "Non-Participating Landowners" within the boundaries of each jurisdiction.

The City of Lake Forest is a Participating Jurisdiction within the NCCP/HCP plan area. Under the NCCP/HCP, potential effects to gnatcatchers within specific areas in Participating Jurisdictions may be addressed through payment of an in-lieu mitigation fee to the Natural Communities Coalition, the non-profit agency responsible for implementing the NCCP/HCP (NCCP/HCP, Section 6.2.2). The Trabuco Canyon Water District has agreed to pay the in-lieu fee to address impacts to 0.25 acre of coastal sage scrub, the preferred habitat for the gnatcatcher.

Based on our review of the information provided to us, we have determined that the proposed project is consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieu fee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x \$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher on the project site, and 3) the Applicant will implement the construction-related minimization measures as outlined in Section 7.5.3 of the FEIS/FEIR.

Effects Analysis

Potential effects of the project on gnatcatchers and vireo include destruction of active nests, eggs, and young; disturbance of breeding activity; habitat removal to an extent that impairs essential breeding, feeding, and sheltering behaviors; and degradation of adjacent habitat due to an increase in invasion by non-native weeds.

The project will be conducted outside the vireo and gnatcatcher breeding seasons to the maximum extent practicable. If vegetation removal or construction activities in vireo or gnatcatcher habitat occur during the breeding season, a biological monitor will survey the project footprint and avoid impacts to nesting vireo and gnatcatchers. Therefore, the potential for eggs or nestlings to be killed or injured during project-related activities is discountable (highly unlikely to occur).

Noise and activity associated with the use of construction equipment have the potential to disrupt vireo and gnatcatcher behaviors in adjacent habitat by masking intraspecific communication and startling birds. However, with the proposed conservation measures, including a biological monitor will oversee construction activities to minimize potential effects to nearby vireo and gnatcatcher. With these measures, project activities may result in minor disturbance, but this disturbance is anticipated to have an insignificant effect (i.e., unable to be meaningfully measured, detected, or evaluated) on vireo or gnatcatcher survival and reproduction.

The project will impact 0.25 acre of gnatcatcher nesting habitat and will result in a small amount of trimming within vireo nesting habitat. Thus, the project will affect a small fraction of any gnatcatcher or vireo territory that overlaps with the project footprint. Because only a fraction of a territory will be temporarily impacted, we anticipate that sufficient habitat will remain to support essential behaviors such as gnatcatcher or vireo breeding, feeding, or sheltering, and potential effects to gnatcatcher or vireo survival and reproduction will be insignificant.

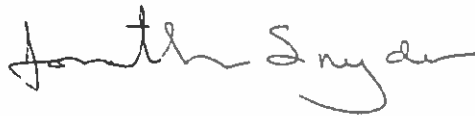
The project has the potential to result in degradation of adjacent habitat by facilitating invasion of non-native species into temporarily disturbed habitat in the project. Because the project will impact a

small area of native habitat along an existing road, we anticipate that the project may result in a minor increase in non-native weeds, but the effects to the adjacent habitat will be insignificant.

Based on the above analysis, we have determined that the proposed project is not likely to adversely affect gnatcatcher or vireo. With this determination, the interagency consultation requirements of section 7 of the Act have been satisfied. This determination shall be reconsidered if (1) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not previously considered, (2) this action is subsequently modified in a manner that was not considered in this assessment, or (3) a new species is listed or critical habitat designated that may be affected by the action.

If you have any questions regarding this consultation, please contact Jonathan Snyder, Division Chief, at 760-431-9440, extension 307.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jonathan Snyder". The signature is fluid and cursive, with the first name "Jonathan" and last name "Snyder" clearly distinguishable.

for Karen A. Goebel
Assistant Field Supervisor

cc:

James Sulentich, Natural Communities Coalition
Christine Beck, California Department of Fish and Wildlife

ATTACHMENT F

FEMA ENVIRONMENTAL POLICY MEMO #5, JUNE 20, 1997



Federal Emergency Management Agency

Washington, D.C. 20472

June 20, 1997

MEMORANDUM FOR: Regional Environmental Officers

FROM: Richard S. Shivar [signed]
Acting Environmental Officer

SUBJECT: ENVIRONMENTAL POLICY MEMO #5
Documentation of National Environmental Policy Act (NEPA) Categorical Exclusions (CATEX)

The amount of environmental analysis and documentation required for FEMA actions that are categorically excluded from the preparation of an environmental assessment (EA) or environmental impact statement (EIS) pursuant to NEPA, as implemented at 44 CFR Part 10 may be reduced according to the terms of this policy memo. After consultation with the Council on Environmental Quality (CEQ), FEMA has concluded that it is appropriate to reduce the amount of CATEX documentation required by FEMA for certain categories of action that, due to the nature of the action, have little potential to impact the environment. The determination that a FEMA action qualifies as a CATEX is under the authority of the Regional Director (44 CFR 10.8(d)(4)) or the Associate Director when addressing programmatic or directorate activities. In regions with a Regional Environmental Officer (REO), the oversight responsibility of CATEX determination and appropriate level of CATEX documentation ultimately rests with the REO.

This memo defines three levels for the administrative recordation of a CATEX:

Level 1 — No Documentation

Categorically excludable FEMA actions that are of a day-to-day administrative nature and generally have no potential to impact the environment require no NEPA documentation. These actions are described in exclusion categories: 44 CFR 10.8(d)(2)(i), (ii), (iii), (iv), (v), (vi), (viii), (x), (xi), (xiv), (xviii), and (xix) (see attachment). Unless available information indicates to the contrary, extraordinary conditions need not be addressed at this level.

Level 2 — Notation

Categorically excludable actions that generally have no potential to impact the environment require no documentation except that which might be necessary with respect to historic resources. These actions are described in exclusion categories (vii), (ix), (xii), (xiii), (xv), and (xvii). When required the administrative record should document all consultation and agreements implemented to comply with the National Historic Preservation Act (NHPA). If the action is in compliance with the NHPA, the only NEPA recordation required is the notation of the particular qualifying CATEX on the application, approval, or funding document. The potential for extraordinary circumstances related to the proposed action must still be addressed but may be determined by FEMA. If the nature of a particular action is such that extraordinary circumstances can be expected, it should be reviewed and documented at Level 3.

Level 3 — Full Documentation

Any action that can be Categorically Excluded and is not covered in Levels 1 and 2 requires a full CATEX review and documentation as described in the FEMA NEPA Desk Reference. This includes actions

described in category (xvi) or actions in any category where there is an expectation of possible extraordinary circumstances. Since these actions have some potential to impact the environment, a careful inquiry to identify extraordinary circumstances is required, including consultation with resource agencies as appropriate. Because of the potential for extraordinary circumstances and, thus, for an EA to be needed, FEMA must conclude NEPA review and documentation of these actions prior to initiation of the action.

General Considerations

For actions that qualify for a CATEX at any level, as with any statutorily excluded actions, there still remains the requirement to comply with other Federal statutes, such as the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, etc., as well as Executive Orders on Floodplains, Wetlands, and Environmental Justice. NEPA documentation, i.e. CATEX (level 3), EA, and EIS, should contain or reference the letter, permit, consultation, etc. necessary to comply with the requirements of the other environmental laws and Executive Orders. Where NEPA documentation is not required, i.e. level 1 and 2 CATEXs and statutorily excluded actions, documentation necessary for indicating compliance with the other laws would be handled separately, as required by the particular law.

This policy memo becomes effective immediately and applies to any action for which the DSR or project application is evaluated by FEMA on or after the date of this memo. Please advise and help regional program offices in implementing this change and make a special effort to work with all active DFOs in your region so they can modify their procedures to benefit from this change.

Direct any questions regarding this memo and its implementation to Brent Paul (202) 646-3032.

Attachment

44CFR10.8(d)(2) List of Exclusion Categories

FEMA has determined that the following categories of actions have no significant effect on the human environment and are, therefore, categorically excluded from the preparation of environmental impact statements and environmental assessments except where extraordinary circumstances as defined in (d)(5) exist. If the action is of an emergency nature as described in § 316 of the Stafford Act (42 U.S.C. 5159), it is statutorily excluded and is noted with [SE].

- (i) Administrative actions such as personnel actions, travel, procurement of supplies, etc., in support of normal day-to-day activities and disaster related activities;
- (ii) Preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for categorical exclusions;
- (iii) Studies that involve no commitment of resources other than manpower and associated funding;
- (iv) Inspection and monitoring activities, granting of variances, and actions to enforce Federal, state, or local codes, standards or regulations;
- (v) Training activities and both training and operational exercises utilizing existing facilities in accordance with established procedures and land use designations;
- (vi) Procurement of goods and services for support of day-to-day and emergency operational activities, and the temporary storage of goods other than hazardous materials, so long as storage occurs on previously disturbed land or in existing facilities;
- (vii) The acquisition of properties and the associated demolition/removal [see ¶ (xii)] or relocation of structures [see ¶ (xiii)] under any applicable authority when the acquisition is from a willing seller, the buyer coordinated acquisition planning with affected authorities, and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices.
- (viii) Acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements;
- (ix) Acquisition, installation, or operation of utility and communication systems that use existing distribution systems or facilities, or currently used infrastructure rights-of-way;
- (x) Routine maintenance, repair, and grounds-keeping activities at FEMA facilities;
- (xi) Planting of indigenous vegetation;
- (xii) Demolition of structures and other improvements or disposal of uncontaminated structures and other improvements to permitted off-site locations, or both;
- (xiii) Physical relocation of individual structures where FEMA has no involvement in the relocation site selection or development;
- (xiv) Granting of community-wide exceptions for floodproofed residential basements meeting the requirements of 44 CFR 60.6(c) under the National Flood Insurance Program;
- (xv) Repair, reconstruction, restoration, elevation, retrofitting, upgrading to current codes and standards, or replacement of any facility in a manner that substantially conforms to the preexisting design, function, and location; [SE, in part]
- (xvi) Improvements to existing facilities and the construction of small scale hazard mitigation measures in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use; provided the operation of the completed project will not, of itself, have an adverse effect on the quality of the human environment;
- (xvii) Actions conducted within enclosed facilities where all airborne emissions, waterborne effluent, external radiation levels, outdoor noise, and solid and bulk waste disposal practices comply with existing Federal, state, and local laws and regulations;
- (xviii) The following planning and administrative activities in support of emergency and disaster response and recovery:
 - (A) Activation of the Emergency Support Team and convening of the Catastrophic Disaster Response Group at FEMA headquarters;
 - (B) Activation of the Regional Operations Center and deployment of the Emergency Response Team, in whole or in part;
 - (C) Deployment of Urban Search and Rescue teams;
 - (D) Situation Assessment including ground and aerial reconnaissance;

(E) Information and data gathering and reporting efforts in support of emergency and disaster response and recovery and hazard mitigation; and

(xix) The following emergency and disaster response, recovery and hazard mitigation activities under the Stafford Act:

(A) General Federal Assistance (§ 402); [SE]

(B) Essential Assistance (§ 403); [SE]

(C) Debris Removal (§ 407) [SE]

(D) Temporary Housing (§ 408), except locating multiple mobile homes or other readily fabricated dwellings on sites, other than private residences, not previously used for such purposes;

(E) Unemployment Assistance (§ 410);

(F) Individual and Family Grant Programs (§ 411), except for grants that will be used for restoring, repairing or building private bridges, or purchasing mobile homes or other readily fabricated dwellings;

(G) Food Coupons and Distribution (§ 412);

(H) Food Commodities (§ 413);

(I) Legal Services (§ 415);

(J) Crisis Counseling Assistance and Training (§ 416);

(K) Community Disaster Loans (§ 417);

(L) Emergency Communications (§ 418);

(M) Emergency Public Transportation (§ 419);

(N) Fire Suppression Grants (§ 420); and

(O) Federal Emergency Assistance (§ 502) [SE].

ATTACHMENT G

CAL OES NOTICE OF OBLIGATION AND PAYMENT LETTER DATED
APRIL 18, 2016



April 18, 2016

Don Chadd
General Manager
Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, California 92679

Subject: Notification of Obligation and Payment
Public Assistance and CDAA Grant Programs
FEMA-1952-DR-CA, Cal OES ID: 059-91099

Dear Mr. Chadd:

Obligation Notification The California Governor's Office of Emergency Services has attached the Grant Summary and the Project Application Summary for Federal Package #146, and the Exhibit C for State Supplement #6. Please see the table below for further obligation details.

Obligation Details	Package/Supplement Obligation Amount	Cumulative Amount Obligated
Federal-Public Assistance	\$952,145	\$1,276,586
State-California Disaster Assistance Act (CDAA)	\$261,840	\$351,064
Total	\$1,213,985	\$1,627,650

Payment Process For this disaster, funds will be paid in accordance with the following disbursement table:

Project Status	Federal Funds Disbursement Process	State Funds Disbursement Process
Small Projects less than 100% complete	Automatic advance of federal share and administrative allowance	Automatic advance of state share and administrative allowance. Retention held until 100% complete
Small Projects 100% complete	Automatic payment of federal share and administrative allowance	Automatic payment of state share and administrative allowance
Large Projects less than 100% complete	Advance administrative allowance only. All other funds (less retention) will be paid on a reimbursement basis	Advance administrative allowance only. All other funds (less retention) will be paid on a reimbursement basis
Large Projects 100% complete	Automatic payment of federal share and administrative allowance for entire project	Automatic payment of state share and administrative allowance

**Payment
Process-
Continued**

For this particular Package/Supplement, payment will be automatically disbursed as follows:

Payment Details	Amount Automatically Paid
Federal-Public Assistance	\$0
State-CDAA	\$23,804
Total	\$23,804

For those large projects with a work completion of less than 100 percent, a Large Project Reimbursement Request form has also been included with this Package/Supplement.

Federal and State funds will be issued separately by the State Controller's Office. Please be advised that state warrants have a one-year period of negotiability.

**Required
Documents**

In order to receive funds, the following forms must be on file with our office:

Form	Received by Cal OES?
Project Application for Federal Assistance (OES 89)	Yes
Designation of Applicants Agent Resolution (OES 130)	Yes
Payee Data Record (STD. 204) - Private non profit organizations only	N/A

**Program
Requirements-
General**

As a requirement of this program, a special fund for the deposit of the state warrant must be established upon receipt of any advance funding. Under no circumstances are expenditures to be made for any damages other than those approved in this application. Any funds received in excess of current needs or approved amounts, or those found owed as a result of an audit or final inspection, must be refunded to the State within 30 days upon receipt of an invoice from the California Governor's Office of Emergency Services.

**Federal
Program
Audit
Requirements**

As a recipient of federal funds, your organization is subject to the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Part of your report requirements under the Act and Amendments include the preparation of a Schedule of Expenditures of Federal awards. The following information is provided to assist in the accurate completion of the Schedule:

Mr. Chadd
Page Three
April 18, 2016

Federal Program Audit Requirements-Continued	Federal Grantor Agency Pass-Through Agency Program Title Federal CFDA Number Pass-Through Grantor's Number	U.S. Department of Homeland Security - Federal Emergency Management Agency California Governor's Office of Emergency Services Public Assistance Grants 97.036 FEMA-1952-DR-CA, Cal OES ID: 059-91099
---	--	--

Appeal Process Please compare the enclosed obligated Project Worksheet(s) (PW) with your copy of the original PW(s). In accordance with Title 44 Code of Federal Regulations, Section 206.206(a), if you disagree with FEMA's obligated amount(s) or scope of work for the Version 0 PW(s) addressed in this Package, you must appeal FEMA's determination within 60 days from receipt of this letter. The appeal must contain documented justification supporting your position and be addressed to the Assistant Director of Recovery. Please submit your letter of appeal to the following mailing address:

California Governor's Office of Emergency Services
Recovery Division, Public Assistance
3650 Schriever Avenue
Mather, California 95655

Please note, for all other PW versions, you will receive notification under separate cover from Cal OES's Public Assistance Section.

Questions and Inquiries For appeal assistance, contact Public Assistance at (916) 845-8200. For assistance regarding this letter, contact the Grants Processing Unit's main line at (916) 845-8110.

GRANTS PROCESSING UNIT

Enclosures
c: Disaster Recovery Manager, FEMA
Applicant's Federal File
Applicant's State File

ADMINISTRATIVE ALLOWANCE PAYMENT REPORT

Decl#: 1952 OES ID#: 059-91099 Federal Pkg#: 146 / CDAA Supp#: 6

Small Project Amt.: 63,900 Applicant Name: Trabuco Canyon Water District

OES Project#	PW#	PW Ref#	Total Project Obligations to Date (Fed&CDAA)	Authorized Payment Amounts		Total Amount
				Federal Amount	CDAA Amount	
51553	79	TCWDF06	1,190,181	No Project payments authorized for this pkg#/supp#		

Total Admin Allowance:	0	23,804	23,804
------------------------	---	--------	--------

Robin Shepard SSM I

APPLICANT HISTORY REPORT - FEDERAL OBLIGATION

Decl Num: 1952 Cal OES ID#: 059-91099 Applicant Name: Trabuco Canyon Water District

Pkg. Num: 146 Fema Share: 75%

Department: Trabuco Canyon Water District

Cal OES ID#: 059-91099-00

OES Project#	PW #	PW Ref#	Cat.	100% Elig.	FEMA Share	Ret %	Retention	Admin. Allowance	Available Amt.	% Complete
51553	79-1	TCWDF06	F	1,269,527	952,145	10	95,215	0	856,930	0
51553	79-0	TCWDF06	F	0	0	10	0	0	0	0
Department Total:				1,269,527	952,145		95,215	0	856,930	
Package 146 Total:				1,269,527	952,145		95,215	0	856,930	
Grand Total to Date:				1,702,114	1,276,586		95,215	0	1,181,371	
Total Obligation:									1,276,586	



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Cal OES ID: 059-91099Supplement Number: 6Disaster Number: 1952

PROJECT APPLICATION APPROVAL
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. SUBGRANTEE'S NAME AND ADDRESS

Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679

2. AUTHORIZED AGENT

Don Chadd
General Manager

3. PROJECT SUMMARY
CATEGORY OF WORK

AMOUNT APPROVED BY STATE

A - DEBRIS REMOVAL	\$0
B - EMERGENCY PROTECTIVE MEASURES	\$0
C - ROAD SYSTEMS REPAIRS	\$0
D - DIKES, LEVEES & FLOOD CONTROL WORKS	\$0
E - PUBLIC BUILDINGS	\$0
F - UTILITIES	\$238,036
G - OTHER	\$0
H - FIRE SUPPRESSION	\$0
Z - FEDERAL ADMINISRATIVE COSTS	\$0

ADMINISTRATIVE ALLOWANCE	\$23,804
TOTAL THIS SUPPLEMENT	\$261,840
TOTAL NOW APPROVED FOR APPLICATION	\$351,064

4. Cal OES APPROVAL (Approved in accordance with attached Exhibit "C".)

SIGNATURE Robin Shepard
TITLE: MANAGER, GRANTS PROCESSING UNIT

DATE APPROVED March 25, 2016

CDAA No.: 059-91099

Applicant: Trabuco Canyon Water District

FEMA-1952-DR-CA, FIPS# 059-91099

St. Supplement Date 03/02/16

St. Sup. #	Dam. Cat.	CDAA DSR#/PW#	FEMA DSR#/PW#	Total Obligation
6	F	15	79-0	0
	<u>Desc:</u>			
6	F	16	79-1	238,036
	<u>Desc:</u>			
Subtotal for Category F				238,036
Subtotal for Supplement No. 6				238,036
Administrative Allowance (10%)				23,804
Total Supplement No. 6				261,840
Sup.6 Eligible Amount				238,036
Sup.6 Administrative Allowance(10%)				23,804
Total Sup.6				261,840
Application Eligible Amount				319,147
Application Administrative Allowance(10%)				31,917
Total Application				351,064

Report Generated on:	03/02/2016 20:55
Disaster Number:	1952
Applicants:	"059-2333E-00"
Report Format:	Detail

RECEIVED

Date: 03/02/2016 20:55								
OK Federal Emergency Management Agency Public Assistance Grant Summary (P.5) Disaster: FEMA-1952-DR-CA MAR 02 2016 614829 GRANTS PROCESSING UNIT								
Number of Records: 15 059-91099-00 Applicant ID: 059-2333E-00 Applicant: TRABUCO CANYON WATER DISTRICT								
Bundle #	Date Approved	PW #	Cat	Cost Share	Project Amount (\$)	Federal Share (\$)	Subgrantee Admin (\$)	Total Approved (\$)
PA-09-CA-1952-State-0011(12)	04-22-2011	PA-09-CA-1952-PW-00078(0)	F	N	61,411.04	46,058.28	0.00	46,058.28
PA-09-CA-1952-State-0011(12)	04-22-2011	PA-09-CA-1952-PW-00080(0)	F	N	34,685.68	26,014.26	0.00	26,014.26
PA-09-CA-1952-State-0011(12)	04-22-2011	PA-09-CA-1952-PW-00099(0)	C	N	95,534.25	71,650.69	0.00	71,650.69
PA-09-CA-1952-State-0011(12)	04-22-2011	PA-09-CA-1952-PW-00118(0)	A	N	6,490.15	4,867.61	0.00	4,867.61
Applicant Total in Bunde PA-09-CA-1952-State-0011(12) (4 PWs)					198,121.12	148,590.84	0.00	148,590.84
PA-09-CA-1952-State-0012(13)	04-25-2011	PA-09-CA-1952-PW-00076(0)	B	N	8,630.68	6,473.01	0.00	6,473.01
PA-09-CA-1952-State-0012(13)	04-25-2011	PA-09-CA-1952-PW-00082(0)	B	N	14,816.58	11,112.44	0.00	11,112.44
PA-09-CA-1952-State-0012(13)	04-25-2011	PA-09-CA-1952-PW-00105(0)	F	N	45,156.39	33,867.29	0.00	33,867.29
PA-09-CA-1952-State-0012(13)	04-25-2011	PA-09-CA-1952-PW-00142(0)	F	N	14,693.47	11,020.10	0.00	11,020.10
Applicant Total in Bunde PA-09-CA-1952-State-0012(13) (4 PWs)					83,297.12	62,472.84	0.00	62,472.84
PA-09-CA-1952-State-0018(19)	05-03-2011	PA-09-CA-1952-PW-00190(0)	F	N	41,037.31	30,777.98	0.00	30,777.98
PA-09-CA-1952-State-0018(19)	05-03-2011	PA-09-CA-1952-PW-00216(0)	F	N	26,911.02	20,183.27	0.00	20,183.27
PA-09-CA-1952-State-0018(19)	05-03-2011	PA-09-CA-1952-PW-00232(0)	A	N	1,772.83	1,329.62	0.00	1,329.62
Applicant Total in Bunde PA-09-CA-1952-State-0018(19) (3 PWs)					69,721.16	52,290.87	0.00	52,290.87
PA-09-CA-1952-State-0019(20)	05-06-2011	PA-09-CA-1952-PW-00319(0)	F	N	22,711.12	17,033.34	0.00	17,033.34
Applicant Total in Bundle PA-09-CA-1952-State-0019(20) (1 PW)					22,711.12	17,033.34	0.00	17,033.34
PA-09-CA-1952-State-0035(37)	06-03-2011	PA-09-CA-1952-PW-00216(1)	F	N	22,755.25	17,066.44	0.00	17,066.44
Applicant Total in Bundle PA-09-CA-1952-State-0035(37) (1 PW)					22,755.25	17,066.44	0.00	17,066.44
PA-09-CA-1952-State-0039(41)	06-14-2011	PA-09-CA-1952-PW-00830(0)	F	N	35,987.30	26,990.48	0.00	26,990.48
Applicant Total in Bundle PA-09-CA-1952-State-0039(41) (1 PW)					35,987.30	26,990.48	0.00	26,990.48
* PA-09-CA-1952-State-0146(173)	03-02-2016	PA-09-CA-1952-PW-00079(1)	F	N	1,269,527.00	952,145.25	0.00	952,145.25
Applicant Total in Bunde PA-09-CA-1952-State-0146(173) (1 PW)					1,269,527.00	952,145.25	0.00	952,145.25
APPLICANT TOTAL: 059-2333E-00 (15 PWs)					1,702,120.07	1,276,590.06	0.00	1,276,590.06
TOTAL for report: (15 PWs)					1,702,120.07	1,276,590.06	0.00	1,276,590.06

Date: 03/02/2016 20:55
Federal Emergency Management Agency
Public Assistance Grant Summary (P.5)
Disaster: FEMA-1952-DR-CA
Number of Records: 15

Report Generated on:	03/02/2016 20:56
Data Captured As Of:	03/02/2016 20:56
Disaster Number:	1952
Bundle:	PA-09-CA-1952-State-0146
Applicant:	059-2333E-00

Capture Date: 03/02/2016 20:56				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-1952-DR-CA				
Number of Records: 1				
Applicant ID: 059-2333E-00 Bundle #: PA-09-CA-1952-State-0146 (173)		Applicant: TRABUCO CANYON WATER DISTRICT		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-09-CA-1952-PW-00079(1)	F	N	12-16-2014	1,269,527.00
Facility Number:	1			
Facility Name:	Erosion around 16 Inch Water Transmission Line			
Location:	Near 25545 Azalea, Lake Forest, CA 92630			
Scope of Work:	Work To Be Completed The Applicant Plans to use Contract Services to initiate repairs. He plans to stabilize the toe of the eroded slope under the pipe. Make repairs to the pre-existing damages and then make repairs for erosion of pipe cover from this event. At Section #1 he plans to replace (55.6) c.y. of Common Borrow and (4.4) c.y. of lost pipe bedding sand. At Section #2 he plans to replace (10) c.y. of lost common borrow. * This PW includes line item (WSP6) from the applicant's List of of Projects (LOP's). This PW is Ineligible for FEMA Assistance because: The site has on going erosion; with no records of pre-disaster maintenance, the damaged element is not Improved Property From the Public Assistance Digest; Page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained. The actual wording is as follows; With certain exceptions, an eligible facility is a building, works, system, or equipment (built or manufactured), or an improved and maintained natural feature. Also see: 44CFR 206.201(c), 44CFR 206.221(h) and the Public Assistance Guide, FEMA 322, pages 22-28 From the Public Assistance Digest; Page 72, under ""Improved Property"" - Paragraph (1) states that Improved Property is any structure, facility, or item of equipment that was constructed, built or manufactured. Examples of Improved Property include: > Buildings > Levees > Roads and Bridges > Vehicles and equipment > Improved and maintained natural features Unimproved property is not eligible for FEMA funding for permanent restoration or for protection by the performance of emergency protective measures. Examples of unimproved property include agricultural land, a hillside or slope, forest, or a natural stream bank. Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 Record Retention Complete records and cost documents for all approved work must be maintained for at least three years from the date the last project was completed or from the date final payment was received, whichever is later. Direct Administrative Costs are not eligible in an ineligible Project. Ineligible The applicant may appeal this determination through the State office of the Governor's Authorized Representative (GAR) within 60 days of notification of this determination as stated in Title 44 CFR 206.206. The appeal must include supporting documentation and reference appropriate regulations. *****CHANGE REQUEST 144892***** 3/18/13: The Subgrantee has demonstrated that the most cost effective alternative to repair the damage is to relocate approximately 4,330 linear feet of 16-inch steel water pipe from the existing Serrano Creek crossing to the Dimension Drive crossing for a total CEF cost of \$1,269,527. See FEMA Log 307611.2 dated 03/06/13. C Nagata			
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)	
Amount Eligible (\$)	1,269,527.00	0.00	1,269,527.00	
Federal Share (\$)	952,145.25	0.00	952,145.25	

Capture Date: 03/02/2016 20:56
Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-1952-DR-CA
Number of Records: 1



My Roles Preferences Profile Help Log Out
Logged in as: TIMOTHY MCDONALD [Session Expires in 30 mins]

[Version: 3.01.00.02 Server: mwegua2]

Email Confirmation

The following email has been sent to the applicant listed below. To print the notification, click on the **Print** button. To return to the Notification list, click on the **Return to Notification** button.

Date:	04-07-2011 10:29:42 PM
To:	hruiz@tcwd.ca.gov
Cc:	
Subject:	PA-09-CA-1952-PW-00079(0)
From:	judith.chastain@dhs.gov
Body:	This is in response to a subgrant application (Project Worksheet) for TRABUCO CANYON WATER DISTRICT located in Orange County requesting disaster assistance from FEMA's Public Assistance program. This project worksheet has been processed as ineligible, pending further documentation from Trabuco Canyon Water District . From the PProject Worksheet: This PW is Ineligible for FEMA Assistance because: The site has on going erosion; with no records of pre-disaster maintenance, the damaged element is not Improved Property From the Public Assistance Digest; Page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained. The actual wording is as follows; With certain exceptions, an eligible facility is a building, works, system, or equipment (built or manufactured), or an improved and maintained natural feature. Also see: 44CFR 206.201(c), 44CFR 206.221(h) and the Public Assistance Guide, FEMA 322, pages 22-28 From the Public Assistance Digest; Page 72, under ""Improved Property"" - Paragraph (1) states that Improved Property is any structure, facility, or item of equipment that was constructed, built or manufactured. Examples of Improved Property include: > Buildings > Levees > Roads and Bridges > Vehicles and equipment > Improved and maintained natural features Unimproved property is not eligible for FEMA funding for permanent restoration or for protection by the performance of emergency protective measures. Examples of unimproved property include agricultural land, a hillside or slope, forest, or a natural stream bank. Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 If you have questions, please feel free to call me. Judy Chastain FEMA Public Assistance Coord 510-506-5174

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OMB #####-#### Month Day, Year

Get Adobe Reader
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Viewer

PA-09-CA-1952-PW-00079(1) <u>P</u>	
Applicant Name:	Application Title:
TRABUCO CANYON WATER DISTRICT	TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek
Period of Performance Start:	Period of Performance End:
01-26-2011	04-03-2017

Subgrant Application - Entire Application

Application Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek

Application Number: PA-09-CA-1952-PW-00079(1)

Application Type: Subgrant Application (PW)

Preparer Information

Prefix	Ms.
First Name	Jack
Middle Initial	
Last Name	Manicke
Title	Project Specialist
Agency/Organization Name	DHS-FEMA
Address 1	24000 Avila Road
Address 2	Suite 1690
City	Laguna Niguel
State	CA
Zip	92677
Email	judith.chastain@dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	Hector
Middle Initial	
Last Name	Ruiz
Title	District Engineer
Agency/Organization	Trabuco Canyon Water District
Address 1	32003 Dove Canyon Drive
Address 2	
City	Trabuco Canyon
State	CA
ZIP	92679
Phone	949-858-0277 Ext.117
Fax	949-858-3025
Email	hruiz@tcwd.ca.gov

Alternate Point of Contact Information

Prefix	
First Name	
Middle Initial	
Last Name	
Title	
Agency/Organization	
Address 1	
Address 2	

City
State
ZIP
Phone
Fax
Email

Project Description

Disaster Number: 1952
Pre-Application Number: PA-09-CA-1952-RPA-0080
Applicant ID: 059-2333E-00
Applicant Name: TRABUCO CANYON WATER DISTRICT
Subdivision:
Project Number: 699
Standard Project Number/Title: 699 - Public Utilities
Please Indicate the Project Type: Neither Alternate nor Improved
Application Title: TCWDF06 - Loss of 16-IN Pipe Support Over Serrano Creek
Category: F.PUBLIC UTILITIES
Percentage Work Completed? 0.0 %
As of Date: 03-18-2011

Comments						
12/21/15 - Adding Consent letter from Southern Cal Edison plus e-mail assurance from applicant about disposition of the existing pipeline. FEMA Log 307611.6 tmcd						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
TIMOTHY MCDONALD	12-21-2015	PW Correspondence	SCE Letter of Consent	FEMA Log 307611.6	SCE _signed_letter of Consent_10 13 15.pdf(3.27 Mb)	View
TIMOTHY MCDONALD	12-21-2015	PW Correspondence	Letter of Consent Exhibits	FEMA Log 307611.6	SCE Letter of Consent Exhibits (2).pdf (861.98 kb)	View
TIMOTHY MCDONALD	12-21-2015	PW Correspondence	E-mail correspondence about existing pipeline	FEMA Log 307611.6	Email 12-17-15 re Plan for Existing Waterline.pdf(107.11 kb)	View

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Erosion around 16 Inch Water Transmission Line	Near 25545 Azalea	Orange	Lake Forest	CA	92630	No	

Comments						
*****CHANGE REQUEST 144892*****						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
CARL NAGATA	03-18-2013	Supplemental Information	SOW & CEF Estimate for Pipe Relocation	Hard Copy Files	SOW & CEF Estimate Pipe Relocation.pdf(2.99 Mb)	View

Facility Name:	Erosion around 16 Inch Water Transmission Line
Address 1:	Near 25545 Azalea
Address 2:	
County:	Orange
City:	Lake Forest
State:	CA
ZIP:	92630
Was this site	No

previously damaged?	
Percentage Work Completed?	%
Location:	PA-09-CA-1952-PW-00079(1): Near 25545 Azalea, Lake Forest, CA 92630
Damage Description and Dimensions:	PA-09-CA-1952-PW-00079(1): The severe winter storms & flooding which included debris & mud flows during the time period of December 17, 2010 to January 4, 2011 caused: Erosion of granular pipe cover material from around two sections of a District Raw Water (16) inch dia. Transmission Line. At section #1 the lost material measured (30 ft. x 5 ft. x 10 ft.) = (55.6) c.y. of Common Borrow. There was also a loss of pipe bedding sand measuring (30 ft. x 2 ft. x 2 ft.) = (4.4) c.y. At Section #2 the lost material measured (30 ft. x 3 ft. x 3 ft.) = (10) c.y. of Common Borrow. (The dimensions shown are for damages from this event only.) The field review shows that there has been on going, long term erosion of the naturally occurring stream embankment and to the Granular Pipe Cover at this site. At the downstream section #1, the pipe spans the creek. It is not supported were it crosses the chasm. Pylon pipe supports were in place in spots along the upstream section #2 of the exposed pipe. There is no apparent structural damage to the pipe itself. (There are no maintenance records for the site.) *****CHANGE REQUEST 144892***** 3/18/13: The Subgrantee has demonstrated that the 16-inch raw water transmission pipe over Serrano Creek was damaged by the declared disaster. The soil surrounding the supports for the pipe are an integral part of the facility and has been eroded by the storm to where there is no factor of safety before further erosion and collapse. See FEMA Log 307611 & 307611.1 dated 09/04/12. CNagata
Scope of Work:	PA-09-CA-1952-PW-00079(1): Work To Be Completed The Applicant Plans to use Contract Services to initiate repairs. He plans to stabilize the toe of the eroded slope under the pipe. Make repairs to the pre-existing damages and then make repairs for erosion of pipe cover from this event. At Section #1 he plans to replace (55.6) c.y. of Common Borrow and (4.4) c.y. of lost pipe bedding sand. At Section #2 he plans to replace (10) c.y. of lost common borrow. * This PW includes line item (WSP6) from the applicant's List of Projects (LOP's). This PW is Ineligible for FEMA Assistance because: The site has on going erosion; with no records of pre-disaster maintenance, the damaged element is not Improved Property From the Public Assistance Digest; Page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained. The actual wording is as follows; With certain exceptions, an eligible facility is a building, works, system, or equipment (built or manufactured), or an improved and maintained natural feature. Also see: 44CFR 206.201(c), 44CFR 206.221(h) and the Public Assistance Guide, FEMA 322, pages 22-28 From the Public Assistance Digest; Page 72, under ""Improved Property"" - Paragraph (1) states that Improved Property is any structure, facility, or item of equipment that was constructed, built or manufactured. Examples of Improved Property include: > Buildings > Levees > Roads and Bridges > Vehicles and equipment > Improved and maintained natural features Unimproved property is not eligible for FEMA funding for permanent restoration or for protection by the performance of emergency protective measures. Examples of unimproved property include agricultural land, a hillside or slope, forest, or a natural stream bank. Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 Record Retention Complete records and cost documents for all approved work must be maintained for at least three years from the date the last project was completed or from the date final payment was received, whichever is later. Direct Administrative Costs are not eligible in an ineligible Project. Ineligible The applicant may appeal this determination through the State office of the Governor's Authorized Representative (GAR) within 60 days of notification of this determination as stated in Title 44 CFR 206.206. The appeal must include supporting documentation and reference appropriate regulations. *****CHANGE REQUEST 144892***** 3/18/13: The Subgrantee has demonstrated that the most cost effective alternative to repair the damage is to relocate approximately 4,330 linear feet of 16-inch steel water pipe from the existing Serrano Creek crossing to the Dimension Drive crossing for a total CEF cost of \$1,269,527. See FEMA Log 307611.2 dated 03/06/13. CNagata

Hazard Mitigation Proposal		
* Is effective mitigation feasible on this site?		
If you answered Yes to the above question, the next question is required		
Will mitigation be performed on this site?		
If you answered Yes to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?		
If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		
GIS Coordinates		
Project Location	Latitude	Longitude
GPS taken at Site	33.65661	-117.67961

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? No

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

The Flood Map Panel number for this Project Worksheet is 06059C0316J. The floodplain could be impacted as a result of these repairs.

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

For Category C, D, E, F, and G Projects only

- Is effective mitigation feasible on this project? No
- If you answered **Yes** to the above question, the next question is required
- Will mitigation be performed on any sites in this project? No
- If you answered **Yes** to the above question, the next question is required
- Do you wish to attach a Hazard Mitigation Proposal? No
- If you answered **Yes** to the above question, the next two questions are required
- Please provide the Scope of Work for the estimate:
- Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

Comments

Attachments

Cost Estimate

Is this Project Worksheet for

Cost Estimate Format

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
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1	0000	Work to be Completed					\$ 0.00	
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1	LS	1,269,527.00	\$ CONSTRUCTION	\$ 1,269,527.00	
Total Cost : \$ 1,269,527.00								

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
Total Cost : \$ 0.00									

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 1,269,527.00
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Comments
Attachments

Existing Insurance Information						
Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required

Comments
Attachments

Comments and Attachments		
Name of Section	Comment	Attachment
Preparer Information	1/29/2015: FEMA letter dated 08/21/2014 from Samuel Ronveaux to Michael Baldwin Re: Version Request Insufficient Data -PW 79. After review of the submitted documentation, it is apparent that the requested repair alternative is the most cost effective solution. However, PW 79 has been in Environmental Historic Preservation (EHP) review since March 18, 2013, because there is insufficient data to initiate Consultation with the U.S. Fish and Wildlife Service for Endangered Species Act compliance. This consultation cannot take place until the exact routing of the relocated water pipeline is determined, including the location of the easement necessary for the relocation. Cal EMA Log: 560429.4; FEMA Log: 307611.4 (TLALINDE/DM)	Log 1952 307611.4 Response Version Request Insufficient Data- PW 79 Trabuco Canyon Water Dist.pdf (01-29-2015)
Contact Information	4/13/15 - letter dated March 4, 2015 from Samuel Ronveaux to Stacy Mason-Vegna approved time extension for PW 79 to March 29, 2016. FEMA Log 307611.5; Cal OES Log 560429.8. tmcd	Log 1952 307611.5 Response TE PW 79 Trabuco Canyon Water Dist 3-4-2015.pdf (04-13-2015)
Project Description	12/21/15 - Adding Consent letter from Southern Cal Edison plus e-mail assurance from applicant about disposition of the existing pipeline. FEMA Log 307611.6 tmcd	SCE signed letter of Consent 10 13 15.pdf (12-21-2015) SCE Letter of Consent Exhibits (2).pdf (12-21-2015)
Damage Facilities	*****CHANGE REQUEST 144892*****	Email 12-17-15 re Plan for Existing Waterline.pdf (12-21-2015) SOW & CEF Estimate Pipe Relocation.pdf (03-18-2013)

Form 90-91

Comments and Attachments

PW Tcwf06 -
[Trabuco Canyon
 Water District.pdf](#)
 (03-30-2011)

PW 00079-0
[Notification.pdf](#)
 (07-01-2011)

Application Level

***9/7/12: FEMA letter dated from Karen E. Armes to Mark Ghilarducci RE: First Appeal – Project Worksheet 79, FEMA approves the Subgrantee's appeal concerning eligibility of the facility in accordance with Title 44 Code of Federal Regulations (CFR) § 206.226. Cal EMA Log: 560429; FEMA Log: 307611 and 307611.1 (ikelly/data manager) 4-9-2012: FEMA letter dated 4-9-2012 from Samuel Ronveaux to Stephen Sellers Re: First Appeal Request for information - Project Worksheet 79. On September 12, 2011, the Subgrantee sent a letter to Cal EMA appealing FEMA's denial stating that their 16-inch pipeline is in threat of imminent failure. They are requesting a total amount of \$2,575,000 to eliminate the threat of failure and restore the function and integrity of the pipeline. FEMA requires additional information to determine eligibility. The Subgrantee must obtain from supervisory personnel or a professional engineer the technical reasons for their conclusion that the winter storms of 2011 caused a change in the pipeline's support structure to the point of potential future failure of the pipeline. The reasons must be supported by a description of the damage; the mechanisms causing the damage and the approximate date of occurrence within the incident period (12/17/2010 to 01/04/2011). Deterioration and disrepair of the support structures existing prior to the event is not disaster related and therefore, not eligible for FEMA funding. Cal EMA Log: 560429; FEMA Log: 307611 (tlalinde/dm)**FEMA letter dated 3/6/2013 from Samuel Ronveaux Re: Version Request - Pproject Worksheet 79. After review of the submitted documentation it is apparent that the requested repair alternative is the most cost effective solution. Therefore FEMA approves the scope of work for Alternative 2 in accordance with Title 44 Code of Federal Regulations (CFR) § 206.226(g)(1). The revised total estimated funding for this project is now \$1,269,527 based on the Subgrantee's estimate. FEMA has prepared PW 79 Version 1 for \$1,269,527. This version reflects the scope of work and automatically triggers FEMA's environmental review process. The Subgrantee must refrain from construction activities until FEMA has reviewed and cleared the revised scope of work for compliance with applicable federal environmental laws and regulations. This clearance will be noted in the PW along with any stipulations when you receive the notification of obligation. The Subgrantee may proceed with construction at that time. If the Subgrantee fails to obtain and comply with all appropriate federal, state, and local environmental laws, regulations, and/or permits prior to the start of construction, FEMA funding will be jeopardized. Cal EMA Log: 560429.4; FEMA Log: 307611.2 (tlalinde/dm)**3/19/2015: Time Extension will be entered until PW is out of Re-work. tl *** 12-31-2015: FEMA letter dated 12-08-2015, from S. Ronveaux to D. Gillings regarding TE Request for PW 79. FEMA concurs with Cal OES on the time extension and the new deadline for this project is now April 3, 2017. Time Extension will be entered once the PW version is completely processed. Cal OES Log: 582677.1 FEMA Log: 307611.7 (AMM/CM) .

[Log 1952 307611
 Response FA -
 Trabuco Canyon
 Water Dist. PW
 79 49-2012.pdf](#)
 (04-10-2012)

[Log 1952
 307611.1
 Response FA
 Trabuco Canyon
 Water District PW
 79 09-7-12.pdf](#)
 (09-07-2012)

[Log 1952
 307611.2
 Response
 Version Request
 PW 79 3-6-
 2013.pdf](#) (03-08-
 2013)

[Log 307611.7
 Response TE -
 PW 79 Trabuco
 Canyon Water
 Dist 12-8-15 .pdf](#)
 (12-31-2015)

Bundle Reference # (Amendment #)	Date Awarded
PA-09-CA-1952-State-0146(173)	03-02-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 1952 - DR -CA	699	059-2333E-00	03-18-2011	F
APPLICANT: TRABUCO CANYON WATER DISTRICT			WORK COMPLETE AS OF: 03-18-2011 : 0 %	
Site 1 of 1				
DAMAGED FACILITY: Erosion around 16 Inch Water Transmission Line			COUNTY: Orange	
LOCATION: PA-09-CA-1952-PW-00079(1): Near 25545 Azalea, Lake Forest, CA 92630			LATITUDE: 33.65661	LONGITUDE: -117.67961
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-09-CA-1952-PW-00079(1): The severe winter storms & flooding which included debris & mud flows during the time period of December 17, 2010 to January 4, 2011 caused: Erosion of granular pipe cover material from around two sections of a District Raw Water (16) inch dia. Transmission Line. At section #1 the lost material measured (30 ft. x 5 ft. x 10 ft.) = (55.6) c.y. of Common Borrow. There was also a loss of pipe bedding sand measuring (30 ft. x 2 ft. x 2 ft.) = (4.4) c.y. At Section #2 the lost material measured (30 ft. x 3 ft. x 3 ft.) = (10) c.y. of Common Borrow. (The dimensions shown are for damages from this event only.) The field review shows that there has been on going, long term erosion of the naturally occurring stream embankment and to the Granular Pipe Cover at this site. At the downstream section #1, the pipe spans the creek. It is not supported where it crosses the chasm. Pylon pipe supports were in place in spots along the upstream section #2 of the exposed pipe. There is no apparent structural damage to the pipe itself. (There are no maintenance records for the site.)				
*****CHANGE REQUEST 144892*****				

3/18/13: The Subgrantee has demonstrated that the 16-inch raw water transmission pipe over Serrano Creek was damaged by the declared disaster. The soil surrounding the supports for the pipe are an integral part of the facility and has been eroded by the storm to where there is no factor of safety before further erosion and collapse. See FEMA Log 307611 & 307611.1 dated 09/04/12. CNagata

Current Version:

SCOPE OF WORK:

PA-09-CA-1952-PW-00079(1):

Work To Be Completed

The Applicant Plans to use Contract Services to initiate repairs. He plans to stabilize the toe of the eroded slope under the pipe. Make repairs to the pre-existing damages and then make repairs for erosion of pipe cover from this event. At Section #1 he plans to replace (55.6) c.y. of Common Borrow and (4.4) c.y. of lost pipe bedding sand. At Section #2 he plans to replace (10) c.y. of lost common borrow.

* This PW includes line item (WSP6) from the applicant's List of Projects (LOP's).

This PW is Ineligible for FEMA Assistance because: The site has on going erosion; with no records of pre-disaster maintenance, the damaged element is not Improved Property

From the Public Assistance Digest; Page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained.

The actual wording is as follows; With certain exceptions, an eligible facility is a building, works, system, or equipment (built or manufactured), or an improved and maintained natural feature.

Also see: 44CFR 206.201(c), 44CFR 206.221(h) and the Public Assistance Guide, FEMA 322, pages 22-28

From the Public Assistance Digest; Page 72, under ""Improved Property"" - Paragraph (1) states that Improved Property is any structure, facility, or item of equipment that was constructed, built or manufactured.

Examples of Improved Property include:

- > Buildings
- > Levees
- > Roads and Bridges
- > Vehicles and equipment
- > Improved and maintained natural features

Unimproved property is not eligible for FEMA funding for permanent restoration or for protection by the performance of emergency protective measures. Examples of unimproved property include agricultural land, a hillside or slope, forest, or a natural stream bank.

Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74

Record Retention

Complete records and cost documents for all approved work must be maintained for at least three years from the date the last project was completed or from the date final payment was received, whichever is later.

Direct Administrative Costs are not eligible in an ineligible Project.

Ineligible

The applicant may appeal this determination through the State office of the Governor's Authorized Representative (GAR) within 60 days of notification of this determination as stated in Title 44 CFR 206.206. The appeal must include supporting documentation and reference appropriate regulations.

*****CHANGE REQUEST 144892*****

3/18/13: The Subgrantee has demonstrated that the most cost effective alternative to repair the damage is to relocate approximately 4,330 linear feet of 16-inch steel water pipe from the existing Serrano Creek crossing to the Dimension Drive crossing for a total CEF cost of \$1,269,527. See FEMA Log 307611.2 dated 03/06/13. CNagata

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes
☒ No

Special Considerations included? ☐ Yes ☒ No

Hazard Mitigation proposal included? ☐ Yes ☒ No

Is there insurance coverage on this facility? ☐ Yes ☒ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 1,269,527.00	\$ 1,269,527.00
				TOTAL COST	\$ 1,269,527.00
PREPARED BY Jack Manicke			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Hector Ruiz			TITLE District Engineer	SIGNATURE	

TRABUCO CANYON WATER DISTRICT : PA-09-CA-1952-PW-00079

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	National Historic Preservation Act (NHPA)	A Tribal Monitor and a Secretary of Interior qualified Archeologist must be present during ground disturbing activities.	Yes	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Excessive dirt and the damaged pipe (in the case that it falls) must be removed immediately from the Serrano Creek. See attachment in CWA for additional information.	No	Approved

TRABUCO CANYON WATER DISTRICT : PA-09-CA-1952-PW-00079					
Conditions Information					
Final Review	Other (EHP)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	All wastes must be collected, stored, transported, and disposed of in accordance with State and Federal requirements. In addition to RCRA, asbestos-containing materials and lead-based paint must be tested for, abated, and otherwise handled in accordance with all other applicable laws, regulations, and ordinances including, but not limited to, the Clean Air Act and the Toxic Substances Control Act.	No	Approved
Final Review	Other (EHP)	Migratory Bird Treaty Act (MBTA)	Based on the scope of work the project has potential to take migratory birds. The Subgrantee is required to comply with the Migratory Bird Treaty Act. Failure to comply with this condition may jeopardize receipt of federal funding. See project conditions for ESA.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Endangered Species Act (ESA)	Conservation Measures (CM) CM 1. If construction is implemented during the vireo breeding season, which extends from March 15 through September 15, surveys by a biological monitor approved by the Carlsbad Fish and Wildlife Office (CFWO) will be conducted a minimum of three times, on separate days, to determine the presence of vireo nest building activities, egg incubation activities, or brood rearing activities within 300 feet of the project area. These surveys will be conducted within the week prior to the initiation of project activities. If no nest, nesting behavior, or brood rearing activities are detected within 300 feet of the project area, work may commence. If nesting vireos are detected, nest monitoring will be initiated, and work will be postponed within 300 feet of the nesting pair(s) until the nest is determined to be a success of failure by the biological monitor and the CFWO agrees that work may proceed.	Yes	Approved
Final Review	Other (EHP)	Endangered Species Act (ESA)	The City of Lake Forest is a Participating Jurisdiction within the NCCP/HCP plan area. Under the NCCP/HCP, potential effects to gnatcatchers within specific areas in Participating Jurisdictions may be addressed through payment of an in-lieu mitigation fee to the Natural Communities Coalition, the non-profit agency responsible for implementing the NCCP/HCP (NCCP/HCP, Section 6.2.2). The Trabuco Canyon Water District has agreed to pay the in-lieu fee to address impacts to 0.25 acre of coastal sage scrub, the preferred habitat for the gnatcatcher. Based on our review of the information provided to us, we have determined that the proposed project is consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieu fee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x \$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher on the project site, and 3) the Applicant will implement the construction-related minimization measures as outlined in Section 7.5.3 of the FEIS/FEIR.	No	Approved
Final Review	Other (EHP)	Endangered Species Act (ESA)	CM 2. All project activities will be conducted in the presence of a construction monitor to ensure activities are confined to the anticipated project footprint and that riparian vegetation surrounding the project site is not impacted. The biological monitor will have the authority to stop any work that has the potential to disturb vegetation outside the project footprint. The biological monitor will provide summary photographs to the CFWO and FEMA within 30 days of project completion detailing any deviance from the proposed project.	Yes	Approved
Final Review	Other (EHP)	Clean Water Act (CWA)	Walking access into Serrano Creek for labor and hand carried equipment and tools will be required. Walking access is needed from both sides of Serrano Creek to safely perform the work. The walking access will not require clearing or grubbing. Soil removal will be necessary to expose a portion of the existing pipeline on either side of the creek crossing in order to cut the pipe. After the pipeline is cut at both ends it will be allowed to drop into Serrano Creek. The Contractor shall plug the end of the existing pipeline to be abandoned in place and the excavation backfilled to match existing grade. Walking access will be required into Serrano Creek to hand carry equipment and tools necessary to cut the portion of dropped pipeline into pieces for removal. All large pieces of the pipeline will be removed. One potential option is to 3 hoist the pieces out of Serrano Creek by fixing a chain to the pieces and lifting the pieces with a winch. The winch would be set up from the Serrano Creek Trail and the cable ran along the ground and into the creek. After the pipeline has been removed it will be hauled offsite for disposal. The Contractor shall remove all equipment, tools and	No	Approved

TRABUCO CANYON WATER DISTRICT : PA-09-CA-1952-PW-00079					
Conditions Information					
			debris before leaving the creek. Language within the contract will require the Contractor to schedule the pipe removal work within the creek outside of the nesting season.		
Final Review	Other (EHP)	Clean Air Act (CAA)	The project is located in Orange County which is within a nonattainment area for 8-hour Ozone, PM-2.5 and maintenance area for Carbon Monoxide according to the USEPA (http://www.epa.gov/oaqps001/greenbk/ancl.html , updated 1 October 2015). Based on the scope of work, the potential emissions from project activities are clearly below de minimis thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. The Applicant is responsible for complying with all other applicable subparts of the CAA. Failure to do so could jeopardize the receipt of federal funding. Any changes to the scope of work must be resubmitted to FEMA for General Conformity Rule review prior to initiation of any work.	No	Approved
Final Review	Other (EHP)	Executive Order 13112 - Invasive Species	Vehicles and equipment used on the project site can facilitate the spread of non-native, invasive plants by transporting seeds and plant parts. Prior to entering a project site, all vehicles and equipment should be washed to prevent the transport of seeds and plant material to other sites. Washing vehicles and equipment before entering or leaving a project site should be done in areas where the establishment of non-native, invasive plants is unlikely or can be prevented.	No	Approved
Final Review	Other (EHP)	Endangered Species Act (ESA)	CM 3. The Trabuco Canyon Water District will implement the construction-related minimization measures as outlined in Section 7.5.3 of the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR) for the NCCP/HCP to avoid and minimize potential effects to the gnatcatcher.	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	National Historic Preservation Act (NHPA)	A Tribal Monitor and a Secretary of Interior qualified Archeologist must be present during ground disturbing activities.	Yes	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Excessive dirt and the damaged pipe (in the case that it falls) must be removed immediately from the Serrano Creek. See attachment in CWA for additional information.	No	Recommended
EHP Review	Other (EHP)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	All wastes must be collected, stored, transported, and disposed of in accordance with State and Federal requirements. In addition to RCRA, asbestos-containing materials and lead-based paint must be tested for, abated, and otherwise handled in accordance with all other applicable laws, regulations, and ordinances including, but not limited to, the Clean Air Act and the Toxic Substances Control Act.	No	Recommended
EHP Review	Other (EHP)	Migratory Bird Treaty Act (MBTA)	Based on the scope of work the project has potential to take migratory birds. The Subgrantee is required to comply with the Migratory Bird Treaty Act. Failure to comply with this condition may jeopardize receipt of federal funding. See project conditions for ESA.	No	Recommended
EHP Review	Other (EHP)	Endangered Species Act (ESA)	CM 3. The Trabuco Canyon Water District will implement the construction-related minimization measures as outlined in Section 7.5.3 of the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR) for the NCCP/HCP to avoid and minimize potential effects to the gnatcatcher.	No	Recommended
EHP Review	Other (EHP)	Endangered Species Act (ESA)	Conservation Measures (CM) CM 1. If construction is implemented during the vireo breeding season, which extends from March 15 through September 15, surveys by a biological monitor approved by the Carlsbad Fish and Wildlife Office (CFWO) will be conducted a minimum of three times, on separate days, to determine the presence of vireo nest building activities, egg incubation activities, or brood rearing activities within 300 feet of the project area. These surveys will be conducted within the week prior to the initiation of	Yes	Recommended

TRABUCO CANYON WATER DISTRICT : PA-09-CA-1952-PW-00079					
Conditions Information					
			project activities. If no nest, nesting behavior, or brood rearing activities are detected within 300 feet of the project area, work may commence. If nesting vireos are detected, nest monitoring will be initiated, and work will be postponed within 300 feet of the nesting pair(s) until the nest is determined to be a success of failure by the biological monitor and the CFWO agrees that work may proceed.		
EHP Review	Other (EHP)	Endangered Species Act (ESA)	The City of Lake Forest is a Participating Jurisdiction within the NCCP/HCP plan area. Under the NCCP/HCP, potential effects to gnatcatchers within specific areas in Participating Jurisdictions may be addressed through payment of an in-lieu mitigation fee to the Natural Communities Coalition, the non-profit agency responsible for implementing the NCCP/HCP (NCCP/HCP, Section 6.2.2). The Trabuco Canyon Water District has agreed to pay the in-lieu fee to address impacts to 0.25 acre of coastal sage scrub, the preferred habitat for the gnatcatcher. Based on our review of the information provided to us, we have determined that the proposed project is consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieu fee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x \$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher on the project site, and 3) the Applicant will implement the construction-related minimization measures as outlined in Section 7.5.3 of the FEIS/FEIR.	No	Recommended
EHP Review	Other (EHP)	Endangered Species Act (ESA)	CM 2. All project activities will be conducted in the presence of a construction monitor to ensure activities are confined to the anticipated project footprint and that riparian vegetation surrounding the project site is not impacted. The biological monitor will have the authority to stop any work that has the potential to disturb vegetation outside the project footprint. The biological monitor will provide summary photographs to the CFWO and FEMA within 30 days of project completion detailing any deviance from the proposed project.	Yes	Recommended
EHP Review	Other (EHP)	Clean Water Act (CWA)	Walking access into Serrano Creek for labor and hand carried equipment and tools will be required. Walking access is needed from both sides of Serrano Creek to safely perform the work. The walking access will not require clearing or grubbing. Soil removal will be necessary to expose a portion of the existing pipeline on either side of the creek crossing in order to cut the pipe. After the pipeline is cut at both ends it will be allowed to drop into Serrano Creek. The Contractor shall plug the end of the existing pipeline to be abandoned in place and the excavation backfilled to match existing grade. Walking access will be required into Serrano Creek to hand carry equipment and tools necessary to cut the portion of dropped pipeline into pieces for removal. All large pieces of the pipeline will be removed. One potential option is to 3 hoist the pieces out of Serrano Creek by fixing a chain to the pieces and lifting the pieces with a winch. The winch would be set up from the Serrano Creek Trail and the cable ran along the ground and into the creek. After the pipeline has been removed it will be hauled offsite for disposal. The Contractor shall remove all equipment, tools and debris before leaving the creek. Language within the contract will require the Contractor to schedule the pipe removal work within the creek outside of the nesting season.	No	Recommended
EHP Review	Other (EHP)	Executive Order 13112 - Invasive Species	Vehicles and equipment used on the project site can facilitate the spread of non-native, invasive plants by transporting seeds and plant parts. Prior to entering a project site, all vehicles and equipment should be washed to prevent the transport of seeds and plant material to other sites. Washing vehicles and equipment before entering or leaving a project site should be done in areas where the establishment of non-native, invasive plants is unlikely or can be prevented.	No	Recommended
EHP Review	Other (EHP)	Clean Air Act (CAA)	The project is located in Orange County which is within a nonattainment area for 8-hour Ozone, PM-2.5 and maintenance area for Carbon Monoxide according to the USEPA (http://www.epa.gov/oaqps001/greenbk/andl.html , updated 1 October 2015). Based on the scope of work, the potential emissions from project activities are clearly below de minimis thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. The Applicant is responsible for complying with all other applicable subparts of the CAA. Failure to do so could jeopardize the receipt of federal funding. Any changes to the scope of work must be resubmitted to FEMA for General Conformity Rule review prior to initiation of any work.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
7	<u>Final Review</u>	MCDONALD TIMOTHY	02-26-2016 05:40 PM GMT	2/26/16 - FEMA letter dated September 4, 2012 from Karen Armes to Mark Ghilarducci approved First Appeal dated October 26, 2011. Cal EMA Log: 560429; FEMA Logs 307611 and 307611.1; a second letter dated December 8, 2015 from Samuel Ronveaux to David Gillings approved a time extension to April 3, 2017. Cal EMA Log 582677.1; FEMA Log 307611.7. tmc
6	<u>EHP Review</u>	GRIFFIN GREGORY	02-26-2016 12:22 AM GMT	CAT F, Trabuco Canyon Water District, Orange County. Reroute 16 inch raw water pipe underneath a recreational path. Please note project has many conditions. \$1,292,500 - khardege - 02/25/2016 17:14:01 GMT See project conditions for CAA. - khardege - 02/25/2016 19:36:12 GMT See attached correspondence with USACE and the project conditions. - khardege - 02/25/2016 18:38:48 GMT This project is elevated above the wetlands area. Project is conditioned under CWA for immediate removal of excess sediment. - khardege - 02/25/2016 20:24:55 GMT See project conditions for EO13112 - khardege - 02/25/2016 20:22:05 GMT FEMA requested and recieved concurrence for participation to use an existing HCP/NCCP. See attached documentation and project conditions. - khardege - 02/25/2016 19:28:13 GMT See also revised fee schedule. Based on our review of the information provided to us, we have determined that the proposed project is consistent with the NCCP/HCP because: 1) it will be constructed in an area for which the in-lieu fee is authorized, 2) the project proponent will pay the in-lieu mitigation fee of \$16,250 (0.25 x \$65,000 per acre) prior to initiating project activities that have potential to impact the gnatcatcher on the project site, and 3) the Applicant will implement the construction-related minimization measures - khardege - 02/25/2016 19:35:02 GMT See project conditions under ESA. - khardege - 02/25/2016 19:37:53 GMT Based on the scope of work the project has potential to take migratory birds. The Subgrantee is required to comply with the Migratory Bird Treaty Act. Failure to comply with this condition may jeopardize receipt of federal funding. - khardege - 02/25/2016 19:39:36 GMT See project conditions for RCRA. - khardege - 02/25/2016 19:38:26 GMT Project is to relocated a water pipe suspended above the floodplain. The project is conditioned by the USACE under the CWA for immediate removal of excessive dirt associated with the removal of the pipe. See project condition for CWA and EO 11988. - khardege - 02/25/2016 20:27:13 GMT FEMA sent letters to Federally recognized Tribes FEMA requested concurrence from the CA SHPO in a letter dated December 31, 2013. - khardege - 02/25/2016 19:53:53 GMT FEMA sent letters to the Tribes on April 17, 2013. Two Tribes responded by email and phone call requesting a Tribal monitor. FEMA received concurrence from the SHPO in a letter dated March 11, 2014. See attached documentation and project conditions for NHPA. - khardege - 02/25/2016 20:21:08 GMT
5	<u>Amendment Review</u>	MCDONALD TIMOTHY	12-21-2015 08:59 PM GMT	12/21/15 - This change request is disapproved pending completion of reviews and obligation of PW 79. tmc
4	<u>Initial Review (EHP Rework)</u>	RONVEAUX SAMUEL	12-21-2015 08:53 PM GMT	Documents were attached to this PW regarding the applicant's letter of consent from Southern California Edison and their plan for the existing pipeline Per EHP Request: SCR
3	<u>Initial Review</u>	NAGATA CARL	03-18-2013 07:14 PM GMT	This PW is Ineligible for FEMA Assistance because: Site is in an unimproved area. FEMA 322, page, page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained. Also see: 44CFR 206.201(c), 44CFR 206.221(h) Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 jchastain 4/6/2011
2	<u>Initial Review</u>	CHASTAIN JUDITH	04-07-2011 10:29 PM GMT	This PW is Ineligible for FEMA Assistance because: Site is in an unimproved area. FEMA 322, page, page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				facility has to be maintained. Also see: 44CFR 206.201(c), 44CFR 206.221(h) Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 jchastain 4/6/2011
1	<u>Initial Review</u>	CHASTAIN JUDITH	04-07-2011 10:24 PM GMT	This PW is Ineligible for FEMA Assistance because: Site is in an unimproved area. FEMA 322, page, page 43, under ""Eligible Facility"" - Paragraph (1) states that to be eligible a facility has to be maintained. Also see: 44CFR 206.201(c), 44CFR 206.221(h) Also see: 44CFR 206.201(c), 44CFR 206.221(d) and the Public Assistance Guide, FEMA 322, pages 66, 67 & 74 jchastain 4/6/2011

ATTACHMENT H
TYPICAL FORM FOR SOLICITING DISADVANTAGED BUSINESS
ENTERPRISES (DBE'S)

FORM 1

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
"GOOD FAITH" EFFORT LIST OF SUBCONTRACTORS SOLICITED**

[illegible]