



**ENGINEERING & OPERATIONS
BOARD OF DIRECTORS' MEETING
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road, Laguna Niguel
July 14, 2014
9:00 AM
Approximate Meeting Time: 2 Hours**

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE JUNE 16, 2014 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING
3. PUBLIC COMMENTS
Persons wishing to address the Board of Directors on matters not listed on the Agenda may do so at this time. "Request To Be Heard" forms are available at the entrance to the Board Room. Comments are limited to five minutes unless further time is granted by the Presiding Officer. Submit form to the Recording Secretary prior to the beginning of the meeting.

Those wishing to address the Board of Directors on any item listed on the Agenda should submit a "Request To Be Heard" form to the Recording Secretary before the Presiding Officer announces that agenda item. Your name will be called to speak at that time.

DISCUSSION ITEMS

4. Adoption of Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement, Project No. 2009.115 (Resolution No. 14-__)
5. La Paz/Moulton Potable Water System Reconfiguration, Project No. 2012.034
6. Reimbursement Agreement with City of Mission Viejo, Project No. 2012.037
7. Wastewater Conveyance Agreement with Santa Margarita Water District
8. Amendment No. 2 to Agreement with Environmental Compliance Inspection Services (ECIS)
9. Backhoe Purchase for Fiscal Year 2014-2015
10. Via Lomas Slope Repair

11. Repair Services for On-Site Monitoring Systems
12. Ammonia Products and Delivery Service Agreement
13. Salt Delivery Service Agreement

INFORMATION ITEMS

14. Quarterly Communications License Program Report
15. Quarterly Construction Progress Report
16. Late Items (Appropriate Findings to be Made)
 - a. Need to take immediate action; and
 - b. Need for action came to District's attention after Agenda Posting. [Requires 2/3 vote (5 members) or unanimous vote if less than 2/3 are present]

ADJOURNMENT

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 27500 La Paz Road, Laguna Niguel, CA ("District Office"). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.



DRAFT
MINUTES OF THE REGULAR MEETING OF THE
ENGINEERING & OPERATIONS BOARD OF DIRECTORS OF THE
MOULTON NIGUEL WATER DISTRICT

June 16, 2014

A Regular Meeting of the Engineering & Operations Board of Directors of the Moulton Niguel Water District was held at the District offices, 27500 La Paz Road, Laguna Niguel, California, at 9:00 AM on June 16, 2014. There were present and participating:

DIRECTORS

Scott Colton	Director
Richard Fiore	Director
Gary Kurtz	Director (via teleconference)
Larry Lizotte	Director
Larry McKenney	President
Brian Probolsky	Vice President (arrived at 9:05a.m.)

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Gina Hillary	Director of Human Resources
Kelly Winsor	Assistant to the General Manager
Pat Giannone	Bowie, Arneson, Wiles & Giannone
Paige Gulck	Board Secretary
Eva Plajzer	MNWD
Todd Novacek	MNWD
Ray McDowell	MNWD
Megan Geer	MNWD
Brad Bruington	MNWD
Nancy Baker	MNWD
Rod Woods	MNWD
Ruth Zintzun	MWND
Karl Seckel	Municipal Water District of Orange County

#2.

1. CALL MEETING TO ORDER

The meeting was called to order by Larry McKenney at 9:02 a.m.

2. APPROVE THE MINUTES OF THE MAY 12, 2014 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING

MOTION DULY MADE BY LARRY LIZOTTE AND SECONDED BY SCOTT COLTON, MINUTES OF THE MAY 12, 2014 ENGINEERING AND OPERATIONS BOARD OF DIRECTORS' MEETING WERE APPROVED AS PRESENTED. THE ROLL CALL VOTE WAS UNANIMOUS WITH DIRECTORS SCOTT COLTON, RICHARD FIORE, GARY KURTZ, LARRY LIZOTTE, AND LARRY MCKENNEY ALL VOTING 'AYE'.

3. PUBLIC COMMENTS

None.

PRESENTATION ITEMS

Larry McKenney asked that Item 11 be taken first. The item had been agendized in order to meet the submission deadline of June 20, 2014 at 5:00 p.m.

11. MET REPRESENTATIVE SELECTION

It is recommended that the Board of Directors approve submitting Larry B. McKenney to the Nomination Committee to further evaluate and provide a nomination to the Municipal Water District of Orange County, which is the agency responsible for appointing representatives to Metropolitan Water District of Southern California (MET) Board of Directors.

MOTION DULY MADE BY RICHARD FIORE AND SECONDED BY SCOTT COLTON, ITEM 11 WAS APPROVED AS PRESENTED. THE ROLL CALL VOTE WAS UNANIMOUS WITH DIRECTORS SCOTT COLTON, RICHARD FIORE, GARY KURTZ, LARRY LIZOTTE, AND BRIAN PROBOLSKY ALL VOTING 'AYE'. DIRECTOR LARRY MCKENNEY ABSTAINED.

4. Second Lower Cross Feeder

Joone Lopez introduced Karl Seckel, Assistant General Manager of Municipal Water District of Orange County (MWD OC), who gave a presentation on the Second Lower Cross Feeder project.

5. Municipal Water District of Orange County (MWD OC) Water Purchases

Karl Seckel gave a presentation on MWD OC's water purchases.

DISCUSSION ITEMS/ACTION ITEMS

6. Amendment No. 5 to Agreement with ATS Communications for FY 2014-15

Joone Lopez gave a brief introduction to the ATS amendment. Eva Plajzer answered questions from the Board regarding level of service and contract costs. The amendment is for a not-to-exceed amount of \$90,000 for fiscal year 2014 -15.

7. Amendment No. 2 to Agreement with Environmental Compliance Inspection Services (ECIS)

Todd Novacek provided background on the Fats, Oils, and Grease (FOG) program. Discussion ensued regarding scope of the services and inspections. The amendment is for a not-to-exceed amount of \$280,000 for fiscal years 2014-15 and 2015-16.

8. Revision to Turf Removal Rebate Incentive

Matt Collings presented the revision to the turf removal rebate and the rebate applications in tandem. MET has increased the incentives for turf removal programs in response to the drought. Staff is re-evaluating the District's rebate contribution in light of MET's recent action. Discussion ensued regarding customers total rebate amounts and revisions to the rebate program including post-removal requirements.

9. Rebate Applications for Turf Removal

See Item 8.

10. FY 2014-15 Meter Maintenance and Replacement Program

Joone Lopez provided background on the meter program. Matt Collings presented the recommendation from staff to purchase Sensus meters from Aquametric and meter lids from LG Supply. Discussion ensued regarding current technology and pricing.

INFORMATION ITEMS

12. Conservation Rules and Regulations

Joone Lopez stated that staff is currently working on revisions to the conservation rules and regulations. Larry McKenney asked that direction on policy updates be given to staff. Discussion ensued regarding Water Budget Based Rate Structure (WBBRS) related updates, drought emergency situations, and overall revisions.

13. Joint Powers Authority Quarterly Update

Matt Collings presented the Joint Power Authority Quarterly Update. The budget was the major area of discussion with South Orange County Wastewater Authority (SOCWA), San Juan Basin Authority (SJBA), and Joint Regional Water Supply System (JRWSS).

14. Late Items (Appropriate Findings to be Made)

Staff has none.

CLOSED SESSION

15. CONFERENCE INVOLVING A JOINT POWERS AGENCY: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) (Legal Counsel in attendance)

Pursuant to Government Code Section 54956.96 (a) (1) and (b), a Closed Session will be conducted as follows:

Discussion will concern: Anticipated/Threatened Litigation (One Case), Government Code Section 54956.9(a)-(d)(2)

Name of MNWD representative on SOCWA Board: Director Larry Lizotte

Larry McKenney stated that no reportable action was taken on this item.

ADJOURNMENT

The meeting was adjourned at 11:43 a.m.

Respectfully submitted,

Paige Gulck
Board Secretary



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Adoption of Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement, Project No. 2009.115

DIVISION: District-wide

SUMMARY:

Issue: Staff has finalized the Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement for adoption.

Recommendation: It is recommended that the Board of Directors approve Resolution No. 14-_____ to adopt the Final Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement, Project No. 2009.115 and approve the Project.

Fiscal Impact: Project No. 2009.115 has a project budget of \$2,900,000. SMWD, as co-owner of the facility, will reimburse 50 percent of the project costs. In addition, a grant in the amount of \$1,796,276 is anticipated from the Federal Emergency Management Agency (FEMA).

BACKGROUND:

Plant 3A provides wastewater treatment to Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) service areas. A portion of the treated effluent is supplied to MNWD and SMWD to meet recycled water demands. The portion of treated effluent that is not used as recycled water is discharged to a land outfall pipeline, the Plant 3A Effluent Transmission Main (ETM). The last reach of the ETM is located along the west bank of San Juan Creek, approximately 1,000 feet downstream of the confluence of Trabuco and San Juan Creeks. The terminus of this last reach of the ETM is an inverted siphon that crosses underneath San Juan Creek and connects to the Chiquita Land Outfall. MNWD and SMWD are co-owners

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of the ETM, and by agreement, MNWD is responsible for operation of the pipeline. Costs for this facility are allocated 50 percent to MNWD and 50 percent to SMWD.

In November 2009, the 30-inch diameter ETM siphon in San Juan Creek was found to be exposed due to creek scouring. MNWD hired a contractor to construct emergency protection measures and proceeded to evaluate long-term options to address the exposed pipeline. To repair the exposed ETM siphon, MNWD is developing a project to jack and bore a new pipe casing and replacement pipe under San Juan Creek that should meet the requirements of the permitting agencies. MNWD submitted a Notice of Intent to apply for Federal Emergency Management Agency (FEMA) grant funding through the State Hazard Mitigation Grant Program for this project. The requested grant amount is \$1,796,276 for an estimated project cost of \$2,976,000. The difference of \$1,179,724 will be shared by MNWD and SMWD. FEMA must complete its environmental review of the project to make sure the project can meet all environmental regulations.

MNWD solicited proposals in September 2012 for engineering design and environmental services for the jack and bore project. In October 2012, the Board awarded the contract to Dudek to prepare construction plans and obtain all necessary permits for the ETM replacement. The scope of work included project administration, preliminary design, surveying, site investigation, sediment transport and scour review, alternatives evaluation, geotechnical evaluation, CEQA and NEPA compliance, construction plans and specifications, cost estimates, bid phase services, and construction phase support.

DISCUSSION:

In accordance with the California Environmental Quality Act (CEQA) guidelines, the notice of intent to adopt the Initial Study/Mitigated Negative Declaration (MND) for the Plant 3A Effluent Transmission Main Replacement MNWD Project 2009.115 was published in the Orange County Register on May 7, 2014, for a thirty (30) day public review period. The MND was sent to the State Clearinghouse on May 7, 2014 for processing.

The public review period ended on June 4, 2014, and comments were received from:

- The State Clearinghouse (one comment letter from The California Department of Transportation District 12)
- The California Department of Transportation District 12 (duplicate letter sent to the State Clearinghouse)
- The City of San Juan Capistrano

The response to the comments from these entities are included in the Final MND provided as an attachment to this staff report. The key findings from the MND include:

- No findings of potential significance were found as a result of the proposed project.
- The proposed project would have less than significant impacts or no impacts on the following areas: aesthetics, agriculture and forestry resources, air

quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems.

- The mitigation measures include:
 - MM-BIO-1 - Steelhead trout migration period requirement for surveys and monitoring
 - MM-BIO-2 – Nesting season bird surveys
 - MM-CUL-1 – Native American cultural and archeological sensitivity training for all workers engaged in construction

SUMMARY OF PROJECT BUDGET

The table below summarizes the project budget.

	Adopted Budget	Revised Budget	Expended to Date
Project Items			
Emergency & Design Services	\$91,650	\$91,650	\$91,650
Dudek Contract	\$201,741	\$201,741	\$96,341
DDB Engineering, Inc. Contract	\$16,400	\$16,400	\$16,400
Permit Fees (CDFG, SWRCB, others)	\$20,000	\$20,000	\$0
Construction	\$2,300,000	\$2,300,000	\$0
Contingency	\$250,000	\$250,000	\$0
District Labor & Other	\$20,209	\$20,209	\$0
Totals	\$2,900,000	\$2,900,000	\$204,391

Attachments:

1. Final Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Final
2. Resolution No. 14-____

FINAL

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project MNWD Project 2009.115

Prepared for:

Moulton Niguel Water District

26161 Gordon Road

Laguna Hills, California 92653

Contact: Nancy Baker, 949.425.3549

Prepared by:

DUDEK

605 Third Street

Encinitas, California 92024

Contact: Shawn Shamlou, AICP, 76.479.4228

JULY 2014

#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

PREFACE TO THE FINAL MITIGATED NEGATIVE DECLARATION

The Final Mitigated Negative Declaration (MND) is an informational document intended to disclose to the Moulton Niguel Water District (MNWD) and to the public the environmental consequences of approving and implementing the Plant 3A Effluent Transmission Main Replacement Project.

Three (3) comment letters were received during and after the Draft MND public review period, May 6, 2014 through June 4, 2014; however, MNWD accepted comments through June 6, 2014 and gave further extension to the City of San Juan Capistrano. Responses to all written comments received during the Draft MND public review period are addressed in this Final MND, in Section 7.0. Responses to comments include comment letters received with responses to each letter. Each comment letter is presented with brackets indicating how the letter has been divided into individual comments. Each individual comment is assigned a number and a letter that corresponds to the letter and comment (e.g., A-1). The comment letters are shown on the left side of each page and the responses to comments are shown on the right side. The written comments received on the Draft MND and responses to comments follow this preface.

This Final MND, including the environmental impact analysis, includes revisions to the text based on public review comments. These changes are identified in the Final MND in ~~strikeout~~/underline text. MNWD determined that based on the CEQA Guidelines, Section 15073.5, that the MND need not be recirculated for public review because no substantial revisions were made to the MND. This conclusion is based on the fact that no new, avoidable significant effects have been identified as a result of the text and project changes, no new mitigation measures were added to the Final MND, and the revisions to the MND do not raise important new issues about significant effects on the environment.

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**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

1 INTRODUCTION

1.1 Project Overview

Project Description and Location

The project site is located in southern Orange County (Figure 1, Regional Map) within the immediate vicinity of a channelized portion of San Juan Creek, approximately 1,000 feet south of the confluence of San Juan Creek and Trabuco Creek in San Juan Capistrano, California (Figure 2, Vicinity Map). San Juan Creek is designated a critical habitat for steelhead trout, whose migration period spans from January 1 to May 31. Surrounding land uses include the San Juan Creek Trail traveling along the northern edge of the creek, the Rancho Del Avion Mobile Home Community to the north, and the Calle Perfecto business park along Calle Perfecto to the south of the creek.

As shown in Figure 3, Proposed Site Plan, a 30-inch diameter, 298-foot long treated effluent pipeline is proposed to be installed via microtunneling beneath the concrete channelized San Juan Creek as a replacement for MWND's Plant 3A effluent transmission main (ETM) under co-ownership with Santa Margarita Water District (SMWD). Microtunneling is a trenchless method of pipeline construction that utilizes a remotely controlled underground tunnel boring machine. One of the two project staging areas and a jacking pit (approximately 24-feet in diameter) would be temporarily situated just south of the creek in a developed area for the launching of the tunnel boring machine. The second of the two project staging areas and a receiving pit (approximately 16-feet in diameter) would be temporarily situated on the north side of the creek, also on developed land, that would act as the target for the tunnel boring machine. Construction would last approximately nine weeks beginning in November 2014, and would be limited to the two staging areas and pits on the north and south side of San Juan Creek. Construction would include utilization of augers for pit construction, dump trucks, a crane, backhoe, fluid recycler, mud pump, and excavator. The developed areas disturbed by construction would be returned to existing conditions. Operation of the proposed project would be entirely underground with the exception of occasional maintenance.

Project Objectives

Objectives for the proposed project are described below:

1. Replace the currently exposed Plant 3A effluent transmission main treated effluent line at San Juan Creek.
2. Utilize a trenchless drilling method in order to avoid impacts to San Juan Creek.
3. Prevent future short- and long-term erosion from affecting the proposed pipeline.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

1.2 California Environmental Quality Act Compliance

MNWD is the lead agency under the California Environmental Quality Act (CEQA) responsible for the review and approval of the proposed Plant 3A Effluent Transmission Main replacement project. MNWD has made the determination that a Mitigated Negative Declaration (MND) is the appropriate environmental document to be prepared in compliance with CEQA. As provided for by CEQA Section 21064.5, an MND may be prepared for a project subject to CEQA when an Initial Study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed Negative Declaration and Initial Study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment (California Public Resources Code, Section 21000 et seq.).

The City has prepared a draft MND in conformance with Section 15070(a) of the State of California CEQA Guidelines (14 CCR 15000 et seq.). The purpose of the MND and the Initial Study Checklist/Environmental Evaluation is to determine any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project design as necessary to reduce or eliminate the potentially significant effects of the project.

1.3 Public Review Process

In reviewing the MND and Initial Study, affected public agencies and the interested public should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment, as well as the ways in which the significant effects of the project are proposed to be avoided or mitigated.

Comments may be made on the MND in writing before the end of the comment period. A 30-day review and comment period from May 7, 2014, to June 6, 2014, has been established, in accordance with Section 15105(b) of the CEQA Guidelines. Following the close of the public comment period, the City will consider this MND and comments thereto in determining whether to approve the proposed project. Written comments on the MND should be sent to the following address by June 6, 2014:

Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, California 92653
Attention: Assistant Director of Engineering

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

2 SUMMARY OF FINDINGS

2.1 Environmental Factors Potentially Affected

The discussion provided in Section 3 of this document found that no items would be considered potentially significant as a result of the proposed project. The proposed project would have less than significant impact or no impact on the follow areas: aesthetics, agriculture and forestry resources, air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems. Due to incorporation of the recommended mitigation measures, all potentially significant impacts related to biological resources and cultural resources would be reduced to a level below significance.

2.2 Environmental Determination

MNWD finds that the proposed project would not have a significant adverse effect on the environment. Potentially significant effects have been identified and mitigation measures have been incorporated to ensure that these effects remain at less than significant levels. An MND has been prepared to satisfy the requirements of CEQA and the CEQA Guidelines (California Public Resources Code, Section 21000 et seq.; 14 CCR 15000 et seq.).

2.3 Mitigation Measures~~Monitoring and Reporting Program~~

The following mitigation measures are recommended. For the full Mitigation Monitoring and Reporting Program, please see Section 5.0.

Biological Resources

MM-BIO-1 If construction begins prior to January 1 and will extend into the steelhead trout migration period, focused steelhead trout surveys shall be conducted in addition to trout monitoring. If construction begins between January 1 and May 31, focused surveys shall begin approximately two weeks prior to the start of construction. Focus surveys and trout monitoring shall be conducted by qualified biologists and shall occur as follows:

- Focused steelhead trout surveys shall include two dawn and two dusk surveys separated in time by at least one week. Focused surveys are broken into two 4-hour blocks, the first occurring 30 minutes before sunrise and the second

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

occurring 3.5 hours before sunset to gather data during the most likely times of steelhead trout migration.

- Surveys shall consist of walking diagonal transects within the streambed from downstream to upstream while visually checking all flowing water, deep pools, cut banks, and vegetation overhangs for steelhead trout. Small dip nets will be used to verify the identity of small fish encountered during the survey.
- When no precipitation, or less than 1.0 inch of precipitation is recorded within the San Juan Creek watershed within a 24 hour period, then a “Non-precipitation” monitoring protocol shall be conducted:
 - Monitoring surveys shall occur between approximately 6:30am and 8:00am each day that construction activity is planned.
 - Monitoring surveys shall consist of walking diagonal bank to bank transects starting 500 feet downstream from the project area and continuing to a point 500 feet upstream from the project area to search for schools of fish. Binoculars shall be used to identify shore bird activity, which is often associated with the presence of fish. When fish are observed, the species, school size, and location shall be noted.
- When rain events resulted in the precipitation of one inch or more in any one day, then a “Precipitation” monitoring protocol shall be conducted:
 - Monitoring surveys will begin around 6:30 am and will continue throughout the entire construction period each day.
 - The precipitation protocol shall be continued for one week subsequent to a one-inch rain event. If conducting monitoring surveys within the channel is determined to be unsafe due to high flows, an alternate survey protocol consisting of walking along the dry portions of the streambed within the channel, avoiding areas where safety is a concern, and walking along the upper banks of the flood channel while using binoculars to survey fast moving water for adult steelhead trout shall be used.
 - If steelhead trout are detected during any of the pre-construction surveys or monitoring, work shall be halted until trout are no longer detected within the work area and associated buffer.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

MM-BIO-2 If construction occurs during the nesting season (February 15 to August 31), a qualified biologist shall conduct a single visit nesting bird survey within 72 hours prior to construction to avoid potential impacts to actively nesting birds protected under the MBTA. If an active nest is present, a suitable buffer zone will be recommended based on the species and specific nest location, and all impacts within the buffer zone must be placed on hold until the nest is no longer active.

Cultural Resources

MM-CUL-1 Prior to initiation of ground disturbing activities, construction personnel ~~should~~ shall receive worker environmental awareness and protection (WEAP) training to understand Native American cultural and archeological sensitivity in the project area, to recognize potential archaeological discoveries during construction, and to provide information on how to react in the event of a discovery. If unexpected, potentially significant Native American or archeological resources are encountered during construction, ~~the~~ a Native American monitor and/or archeological monitor shall temporarily redirect or suspend trenching and contact a qualified archaeologist to evaluate the potential significance of the find. Such materials could include dense and/or intact artifact-bearing deposits, features (such as fire pits, privies, foundations), or human remains and grave goods.

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**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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3 INITIAL STUDY CHECKLIST

1. Project title:

Plant 3A Effluent Transmission Main Replacement Project

2. Lead agency name and address:

Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, California 92653

3. Contact person and phone number:

Nancy Baker, 949.425.3549

4. Project location:

The project site is located in southern Orange County (Figure 1) within the immediate vicinity of a channelized portion of San Juan Creek, approximately 1,000 feet south of the confluence of San Juan Creek and Trabuco Creek in San Juan Capistrano, California (Figure 2). Surrounding land uses include the San Juan Creek Trail traveling along the northern edge of the creek, the Rancho Del Avion Mobile Home Community to the north, and the Calle Perfecto business park along Calle Perfecto to the south of the creek.

5. Project sponsor's name and address:

Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, California 92653

6. General plan designation:

The San Juan Capistrano General Plan Land Use Element designates the area within San Juan Creek as General Open Space, the area immediately north of the creek as Medium High Density (3.5 to 8 dwelling units/acre (DU/ac)), and the area immediately to the south of the creek and within the proposed project area as Quasi-Industrial.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

7. Zoning:

San Juan Creek is currently zoned as General Open Space. The area immediately north of the creek is zoned as Mobile Home Park (MHP) District, while the area immediately south is zoned as Commercial Manufacturing (CM) and Industrial Park (IP) Districts.

8. Description of project. (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary):

As shown in Figure 3, a 30-inch diameter, 298-foot long treated effluent pipeline is proposed to be installed via microtunneling beneath the concrete channelized San Juan Creek as a replacement for MWND's Plant 3A effluent transmission main (ETM) under co-ownership with Santa Margarita Water District (SMWD). Microtunneling is a trenchless method of pipeline construction that utilizes a remotely controlled underground tunnel boring machine. One of the two project staging areas and a jacking pit (approximately 24-feet in diameter) would be temporarily situated just south of the creek in a developed area for the launching of the tunnel boring machine. The second of the two project staging areas and a receiving pit (approximately 16-feet in diameter) would be temporarily situated on the north side of the creek, also on developed land, that would act as the target for the tunnel boring machine. Construction would last approximately nine weeks, beginning in November 2014, and would be limited to the two staging areas and pits on the north and south side of San Juan Creek. Construction would include utilization of augers for pit construction, dump trucks, a crane, backhoe, fluid recycler, mud pump, and excavator. The developed areas disturbed by construction would be returned to existing conditions. Operation of the proposed project would be entirely underground with the exception of occasional maintenance.

9. Surrounding land uses and setting (Briefly describe the project's surroundings):

The proposed project would be located in an urbanized and developed area of San Juan Capistrano with varying surrounding land uses. San Juan Creek is a developed and channelized with the San Juan Creek Trail running along the northern edge of the creek. San Juan Creek is designated a critical habitat for steelhead trout, whose migration period spans from January 1 to May 31.

The surrounding areas to the north and south of the creek are largely urban and developed with residential, commercial, and industrial uses. The specific general plan and zoning designations are described above. Beyond the adjacent uses, the land in west and

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southwest is a largely undeveloped Planned Community zone, while the land to the north is a mix of residential, agri-business, and parkland. Interstate 5 (I-5) travels in a general north-south direction and is located southeast of the project area. The Burlington Northern Santa Fe (BNSF) railroad travels in a similar fashion as the I-5 and is also located southeast of the project area.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

- Orange County Flood Control District
- City of San Juan Capistrano
- California Department of Fish and Wildlife
- Regional Water Quality Control Board
- U.S. Army Corps of Engineers

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology and Water Quality |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation and Traffic | <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |
| <input checked="" type="checkbox"/> None | | |

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DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Signature

4-24-2014

 Date

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EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an Environmental Impact Report (EIR) is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

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6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3.1 AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.2 AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.3 AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.4 BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.5 CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.6 GEOLOGY AND SOILS – Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.7 GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8 HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3.9 HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.10 LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3.11 MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.12 NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.13 POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3.14 PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.15 RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.16 TRANSPORTATION/TRAFFIC – Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?				
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.17 UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.18 MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.1 Aesthetics

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact. The proposed project site is within and adjacent to the channelized San Juan Creek surrounded by urban land uses. The San Juan Capistrano General Plan does not identify any scenic vistas within the proposed project area. Moreover, the proposed project is an underground treated effluent pipeline that would not be visible once operational. Therefore, no impact would occur.

b) Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. No scenic resources or historic buildings are located within the project area. The proposed project site is located within and adjacent to a developed, channelized creek and is surrounded by industrial, commercial, and residential development. Additionally, the proposed project site is not located adjacent to a state scenic highway. Therefore, no impact would occur.

c) Would the project substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. The proposed project site is in a largely developed and urbanized area of San Juan Capistrano, within and adjacent to the channelized San Juan Creek. Short-term construction, lasting approximately nine weeks, which would include a 20-foot diameter auger with excavator, dump trucks, a crane, and other drilling equipment would temporarily degrade the existing visual character of the area. The ultimate design and operation of the treated effluent pipeline would be underground and would not result in a permanent degradation of the existing visual character of the area. Therefore, impacts would be less than significant.

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- d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

No Impact. Construction of the proposed project would occur during daylight hours and the use of nighttime work lights would not be required. Further, the proposed project would operate underground and would not create a new source of light or glare. Therefore, no impact would occur.

3.2 Agriculture and Forestry Resources

- a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. According to California Department of Conservation's map Orange County Important Farmland 2010, as part of the Farmland Mapping and Monitoring Program, the proposed project area is identified as "Urban and Built-Up Land" and the nearest land identified as farmland is approximately 0.3 miles to the west (Department of Conservation (DOC), 2011). Therefore, no impact would occur.

- b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. The proposed project area is developed and urbanized land that is currently zoned for commercial south of San Juan Creek, mobile home residential north of San Juan Creek, and general open space within San Juan Creek. No land within the proposed project area has existing zoning for agricultural use or is under a Williamson Act contract. Therefore, no impact would occur.

- c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The proposed project area is developed and urbanized land that is currently zoned for commercial south of San Juan Creek, mobile home residential north of San Juan Creek, and general open space within San Juan Creek. Due to these existing urban uses, implementation of this project at the proposed location would not result in conversion or rezoning of forest land or timberland. Therefore, no impact would occur.

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- d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. As discussed in above responses in this section, the proposed project would be located in a developed area that is zoned for urban uses. Therefore, the proposed project would not result in the loss or conversion of forest land and no impact would occur.

- e) *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. The proposed project would be located in a developed and urbanized area that does not currently support agricultural or forest uses. The area is also not zoned for agricultural use, but rather commercial, residential, and developed open space. Therefore, the proposed project would not result in any change of existing farmland or other type of agricultural or forest use to non-agricultural use. No impact would occur.

3.3 Air Quality

- a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

Less Than Significant. The proposed project is located in the South Coast Air Basin (SCAB) and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The most recent and applicable Air Quality Management Plan (AQMP) is the SCAQMD 2012 Final AQMP (SCAQMD 2013), which is designed to meet applicable federal and state requirements for ozone (O₃) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns (PM_{2.5}). The 2012 AQMP demonstrates attainment of the federal 24-hour PM_{2.5} standard by 2014 in the SCAB through adoption of all feasible measures and accommodates planned growth in the SCAB. Based on general plans for cities and counties in the SCAB, demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry) developed by the Southern California Association of Governments for their 2012 Regional Transportation Plan were used in the 2012 AQMP. The 2012 AQMP reduction and control measures, which are outlined to mitigate emissions, are based on existing and projected land use and development. Projects are considered consistent with, and would not conflict with or obstruct implementation of, the AQMP if the growth in socioeconomic factors is consistent with the underlying regional plans used to develop the AQMP.

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The project would not conflict with or propose to change existing land uses or applicable policies as designated in the City of San Juan Capistrano General Plan; thus, the project would not conflict with the applicable AQMP. The project entails replacement of a subsurface treated effluent pipeline with similar infrastructure and would neither increase population nor would it require additional long-term employment. While project construction would generate temporary emissions, the land use of the project area would remain the same and no permanent pollution emitting structure would be established. Based on these considerations, the proposed project would result in a less-than-significant impact.

b) *Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Less-Than-Significant Impact. Project-generated construction emissions would be less than the SCAQMD significance thresholds. The proposed pipeline replacement project would not generate operational air pollutant emissions except for minor maintenance.

SCAB Attainment Designation. An area is designated as in attainment when it is in compliance with the National Ambient Air Quality Standards (NAAQS) and/or the California Ambient Air Quality Standards (CAAQS). These standards are set by the U.S. Environmental Protection Agency (EPA) and California Air Resources Board (CARB), respectively, for the maximum level of a given air pollutant that can exist in the outdoor air without unacceptable effects on human health or the public welfare. The criteria pollutants of primary concern that are considered in this assessment include O₃, nitrogen dioxide (NO₂), carbon monoxide (CO), sulfur dioxide (SO₂), and particulate matter with a diameter less than or equal to 10 microns (PM₁₀) and PM_{2.5}. Although there are no ambient standards for volatile organic compounds (VOCs) or oxides of nitrogen (NO_x), they are important as precursors to O₃.

The entire SCAB is designated as a nonattainment area for both federal and state O₃ standards and PM_{2.5} standards. All areas of California have been designated unclassifiable/nonattainment for the federal NO₂ standard, which was revised in 2010. The SCAB is designated as a nonattainment area for the state NO₂ standards. The SCAB is designated as an attainment area for federal and state CO and SO₂ standards. The SCAB is designated as an attainment area for the federal PM₁₀ standard and as a nonattainment area for the state PM₁₀ standards.

SCAQMD Thresholds. Construction of the proposed replacement treated effluent pipeline would result in emissions of criteria air pollutants for which CARB and the EPA

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have adopted ambient air quality standards (i.e., the NAAQS and CAAQS). Projects that emit these pollutants have the potential to cause or contribute to violations of these standards. The SCAQMD has adopted significance thresholds, which, if exceeded, would indicate the potential to contribute to violations of the NAAQS or CAAQS. The relevant SCAQMD thresholds are shown in Table 3.3-1. Only those thresholds related to potentially significant construction impacts are identified in Table 1 as the proposed project would not generate substantial criteria pollutant emissions or related impacts associated with operation of the proposed replacement pipeline.

**Table 3.3-1
SCAQMD Air Quality Significance Thresholds**

Pollutant	Construction
<i>Criteria Pollutants Mass Daily Thresholds</i>	
VOC	75 pounds/day
NOx	100 pounds/day
CO	550 pounds/day
SOx	150 pounds/day
PM10	150 pounds/day
PM2.5	55 pounds/day

Source: SCAQMD 2011.

Construction Emissions. Construction of the replacement pipeline would result in a temporary addition of pollutants to the local airshed primarily caused by combustion pollutants from on-site construction equipment, as well as from personal vehicles and off-site trucks hauling construction materials. Construction emissions can vary substantially from day to day, depending on the level of activity and the specific type of operation. Therefore, such emission levels can only be approximately estimated with a corresponding uncertainty in precise ambient air quality impacts.

Emissions from the construction phase of the project were estimated through the use of the California Emissions Estimator Model (CalEEMod) Version 2013.2.2, available online (www.caleemod.com). It was assumed that construction would commence in November 2014 and would reach completion approximately nine weeks later in December 2014. The anticipated construction schedule and equipment mix are shown in Table 3.3-2. The equipment mix anticipated for construction activity is based on the project engineering input and typical construction practices and is meant to represent a reasonably conservative estimate of construction activity. For the analysis, it is generally assumed that heavy construction equipment would be operating at the site for approximately 8 hours per day, 5 days per week (22 days per month).

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**Table 3.3-2
Anticipated Construction Schedule and Equipment**

Construction Phase and Duration	Equipment	Quantity
Pit Construction – 3 weeks (November 2014)	Excavators	1
	Cranes	1
Microtunneling - 3 weeks (November 2014 – December 2014)	Microtunneling Machine (Bore/Drill Rigs) (75 HP)	1
	Excavators	1
	Fluid Recycler (Pump) (50 HP)	1
	Pumps	1
	Tractors/Loaders/Backhoes	1
Pipeline Connections – 3 weeks (December 2014)	Tractors/Loaders/Backhoes	1

Notes: Default equipment horsepower (HP) was assumed, except where noted otherwise in parenthesis.

Table 3.3-3 shows the estimated maximum unmitigated daily construction emissions associated with the construction of the proposed project. Emissions estimates presented in Table 3.3-3 include emissions from on-site sources (off-road equipment) and off-site sources (hauling trucks and worker vehicles).

**Table 3.3-3
Estimated Daily Maximum Construction Emissions (lbs/day unmitigated)**

	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Maximum Daily Emissions (2014)	3.03	22.71	17.58	0.03	1.69	1.45
<i>Significance Threshold</i>	75	100	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

Notes: See Appendix A for detailed results.

As shown in Table 3.3-3, daily construction emissions would not exceed the SCAQMD thresholds for VOC, NO_x, CO, SO_x, PM₁₀, or PM_{2.5}. As such, the proposed project would result in a less-than-significant impact during construction.

Operational Emissions. Once the replacement treated effluent pipeline is constructed, no routine daily operational activities that would generate air pollutant emissions would occur. In the event that maintenance or repair of the pipeline would be required, the construction activities similar to those described above may occur, as analyzed in the proposed project's construction emissions assessment (Appendix A). However, maintenance or repair activity would likely result in less emissions compared to the analyzed construction scenario, which assumes more intensive construction over larger portions of the project area. These potential repair activities would be temporary and would not be a source of long-term

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operational emissions. The proposed project would not require additional employees to operate the pipeline; therefore, there would be no additional routine vehicular traffic or associated mobile source emissions. Because the project would not result in a new land use that would involve operational activities, air quality impacts associated with operational air pollutant emissions would be less than significant.

- c) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

Less-Than-Significant Impact. The SCAB is a nonattainment area for O₃, NO₂, PM₁₀, and PM_{2.5} under the NAAQS and/or CAAQS. The poor air quality in the SCAB is the result of cumulative emissions from motor vehicles, off-road equipment, commercial and industrial facilities, and other emission sources. Projects that emit these pollutants or their precursors (e.g., VOC and NO_x for O₃), potentially contribute to poor air quality. As indicated in Table 3.3-3, the construction emissions from the proposed project would not exceed SCAQMD significance thresholds. The proposed project is not anticipated to generate an increase in operational emissions. Furthermore, the project would not conflict with the SCAQMD 2012 AQMP, which addresses the cumulative emissions in the SCAB. Accordingly, the proposed project would not result in a cumulatively considerable increase in emissions of nonattainment pollutants. Thus, this impact would be less than significant.

- d) *Would the project expose sensitive receptors to substantial pollutant concentrations?*

Less Than Significant. The proposed project would install a 30-inch diameter, 298-foot long treated effluent pipeline to replace the existing ETM using a trenchless method that involves remotely controlling an underground tunnel-boring machine. Construction would primarily occur underground with the exception of a jacking pit and a receiving pit, which would be located on developed land and temporarily situated to the south and north of the creek, respectively.

Residences are located to the north and west of the project site, near the proposed receiving pit and staging area locations. However, as shown in Table 3.3-3, Estimated Daily Maximum Construction Emissions, construction activities would not generate substantial emissions of toxic air contaminants, specifically diesel exhaust particulate matter, and impacts to sensitive receptors in the vicinity of project construction would be less than significant. The maximum amount of diesel equipment operating

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simultaneously would be one microtunneling machine, one excavator, one fluid recycler, one pump, and one tractor/loader/backhoe during microtunneling construction. Diesel equipment would also be subject to the Airborne Toxic Control Measure for in-use mobile construction equipment promulgated by CARB, which would minimize diesel particulate matter emissions.

Operation of the proposed effluent pipeline would not result in direct emissions (e.g., those from a point source such as boilers or engines). Thus, it would not result in exposure to sensitive receptors in the vicinity of the replacement pipeline.

e) ***Would the project create objectionable odors affecting a substantial number of people?***

Less-Than-Significant Impact. Odors are a form of air pollution that is most obvious to the general public. Although offensive odors seldom cause physical harm, they can be annoying and cause concern. Construction and operation of the proposed replacement pipeline would not create objectionable odors affecting a substantial number of people.

Construction Odor Impacts. Potential sources that may emit odors during construction activities include diesel equipment and gasoline fumes; however, odors from these sources would be localized and generally confined to the project site. Additionally, the proposed project would utilize typical construction techniques in compliance with SCAQMD rules and potential project-generated construction odors would be temporary as construction would occur over nine weeks. As such, proposed project construction would not cause an odor nuisance, and odor impacts would be less than significant.

Operational Odor Impacts. Land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding (SCAQMD 2011). The existing ETM is located underground and the replacement treated effluent pipeline would also be located underground; therefore, it would not result in a new land use or produce a source of odor. Therefore, project operations would result in a less-than-significant odor impact.

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3.4 Biological Resources

- a) *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less Than Significant With Mitigation Incorporated. On December 5, 2013, Dudek performed a biological reconnaissance survey at the proposed project site. The results of this survey, along with recommendations regarding biological resources, are found in the biological resources letter report located in Appendix B of this MND.

Within the San Juan Creek channel, species of mustard (*Brassica geniculata*), mulefat (*Baccharis salicifolia*), red brome (*Bromus madritensis*), barley (*Hordeum* sp.), tamarisk (*Tamarix* sp.), black willow (*Salix gooddingii*), and cattails (*Typha* sp.) were observed. Species found outside the channel include ornamental plants such as eucalyptus (*Eucalyptus* sp.), California fan palm (*Washingtonia filifera*) California pepper tree (*Schinus molle*), hottontot fig (*Carpobrotus edulis*), and California sycamore (*Platanus racemosa*). Wildlife species detected include mallard (*Anas platyrhynchos*), mourning dove (*Zenaida macroura*), rock pigeon (*Columba livia*), black phoebe (*Sayornis nigricans*), house finch (*Carpodacus mexicanus*), killdeer (*Charadrius vociferus*), and Anna's hummingbird (*Calypte anna*). None of the above listed plant or wildlife species detected during the biological reconnaissance are considered special-status.

Based upon review of U.S. Fish and Wildlife Service (FWS) data and the California native Diversity Database (CNDDDB), special-status plant and wildlife species have been known to occur within the project area. Two special-status plant species, white rabbit-tobacco (*Pseudognaphalium leucocephalum*) and Coulter's saltbush (*Atriplex coulteri*), which are not state or federally listed, but have a California Rare Plant Rank (CRPR) of 2B.2 and 1B.2, respectively, are known to occur within the area. These plants are both a perennial herbs that would have been detected during the biological reconnaissance survey of the site and are therefore considered absent from the project area. Therefore, no impact to special-status plant species would occur.

Several special-status wildlife species are known to occur in the area: the federally listed threatened coastal California gnatcatcher (*Polioptila californica californica*), state and federally listed endangered least Bell's vireo (*Vireo belli pusillus*), state species of special concern coast horned lizard (*Phrynosoma blainvillii*), federally listed endangered arroyo

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toad (*Anaxyrus californicus*), state species of special concern arroyo chub (*Gila orcuttii*), federally listed tidewater goby (*Eucyclogobius newberryi*), and the federally listed endangered southern steelhead trout (*Oncorhynchus mykiss irideus*). These listed federal special-status species are also considered state species of special concern.

There is no suitable habitat within the project area for coastal California gnatcatcher, least Bell's vireo, coast horned lizard, or arroyo toad. The occurrences of tidewater goby are listed as being extirpated from this area. These species are therefore considered absent from the project area.

The project area within San Juan Creek is designated as critical habitat for steelhead trout and there is potential for both steelhead trout and arroyo chub to occur seasonally within the creek. All construction activities would be located adjacent to the critical habitat within San Juan Creek. As shown in Figure 4, Vegetation Communities and Jurisdictional Areas, the project staging areas, jacking pits, and receiving pits, would all be located within developed areas. Further, the project proposes a trenchless method of drilling that would not result in any direct impacts to the critical habitat and sensitive wildlife species within San Juan Creek. However, microtunneling beneath San Juan Creek could potentially result in indirect noise and groundborne vibration that could disrupt steelhead trout migration within the project area, as well as 1,000 feet upstream and downstream. Construction is recommended to occur outside the steelhead trout migration period, January 1 to May 31, in order to avoid significant indirect impacts to migration of steelhead trout. If it is not feasible to avoid construction during this time, potentially significant impacts to steelhead trout migration would occur. Incorporation of the recommended mitigation measures listed below would reduce impacts to steelhead trout to below a level of significance.

MM-BIO-1 If construction begins prior to January 1 and will extend into the steelhead trout migration period, focused steelhead trout surveys shall be conducted in addition to trout monitoring. If construction begins between January 1 and May 31, focused surveys shall begin approximately two weeks prior to the start of construction. Focus surveys and trout monitoring shall be conducted by qualified biologists and shall occur as follows:

- Focused steelhead trout surveys shall include two dawn and two dusk surveys separated in time by at least one week. Focused surveys are broken into two 4-hour blocks, the first occurring 30 minutes before sunrise and the second occurring 3.5 hours before sunset to gather data during the most likely times of steelhead trout migration.

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- Surveys shall consist of walking diagonal transects within the streambed from downstream to upstream while visually checking all flowing water, deep pools, cut banks, and vegetation overhangs for steelhead trout. Small dip nets will be used to verify the identity of small fish encountered during the survey.
- When no precipitation, or less than 1.0 inch of precipitation is recorded within the San Juan Creek watershed within a 24 hour period, then a “Non-precipitation” monitoring protocol shall be conducted:
 - Monitoring surveys shall occur between approximately 6:30am and 8:00am each day that construction activity is planned.
 - Monitoring surveys shall consist of walking diagonal bank to bank transects starting 500 feet downstream from the project area and continuing to a point 500 feet upstream from the project area to search for schools of fish. Binoculars shall be used to identify shore bird activity, which is often associated with the presence of fish. When fish are observed, the species, school size, and location shall be noted.
- When rain events resulted in the precipitation of one inch or more in any one day, then a “Precipitation” monitoring protocol shall be conducted:
 - Monitoring surveys will begin around 6:30 am and will continue throughout the entire construction period each day.
 - The precipitation protocol shall be continued for one week subsequent to a one-inch rain event. If conducting monitoring surveys within the channel is determined to be unsafe due to high flows, an alternate survey protocol consisting of walking along the dry portions of the streambed within the channel, avoiding areas where safety is a concern, and walking along the upper banks of the flood channel while using binoculars to survey fast moving water for adult steelhead trout shall be used.
- If steelhead trout are detected during any of the pre-construction surveys or monitoring, work shall be halted until trout are no longer detected within the work area and associated buffer.

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- b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. Construction of the proposed project would be limited to the developed areas north and south of San Juan Creek. The area within San Juan Creek, consisting of Flood Control Channel (FCC) vegetation communities, is designated as a sensitive habitat. The project proposes the use of microtunneling, a trenchless pipeline drilling method, that would not result in any direct impacts to the vegetation communities within San Juan Creek. Therefore, no impact would occur.

- c) *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. As shown in Figure 4, jurisdictional wetlands are limited to the area within San Juan Creek. The majority of these wetlands are under Army Corps of Engineers (ACOE) jurisdiction, while the edges of the creek (approximately 25 to 35 feet wide) are under California Department of Fish and Wildlife (CDFW) jurisdiction. Construction of the proposed project would be limited to the developed area outside the jurisdictional wetlands. Therefore, no impacts as defined by the Clean Water Act and CDFW would occur.

- d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less Than Significant With Mitigation Incorporated. As discussed in response 3.4a, construction of the proposed project could result in indirect impacts to steelhead trout migration. However, with incorporation of mitigation measures, impacts would be reduced to less than significant.

Ornamental trees within the developed areas within and near the project site have a moderate potential to support nesting birds protected under the Migratory Bird Treaty Act (MBTA). If construction occurs during nesting season for birds (February 15 to August 31), potential significant impacts to nesting birds could occur. Incorporation of the recommended mitigation measures listed below would reduce impacts to below a level of significance.

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MM-BIO-2 If construction occurs during the nesting season (February 15 to August 31), a qualified biologist shall conduct a single visit nesting bird survey within 72 hours prior to construction to avoid potential impacts to actively nesting birds protected under the MBTA. If an active nest is present, a suitable buffer zone will be recommended based on the species and specific nest location, and all impacts within the buffer zone must be placed on hold until the nest is no longer active.

e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

No Impact. The proposed project involves the replacement of a treated effluent pipeline within San Juan Creek. Construction in the adjacent developed areas where ornamental trees are located would not result in removal of any such trees. Therefore, no impact would occur.

f) *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

No Impact. While the proposed project site is on the boundary of two habitat conservation plans (HCP) / natural community conservation plans (NCCPs), it is located in an urbanized area of San Juan Capistrano, outside designated reserves under any HCP or NCCP, and will not affect any endangered species covered under either plan. Therefore, no impact would occur.

3.5 Cultural Resources

a) *Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

No Impact. In December 2013, Dudek completed a *Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project* (cultural report) for the proposed project (provided in Appendix C). A records search conducted by Dudek on December 2, 2013 indicated that no previously recorded cultural resources were identified in the area by previous records searches. The search also identified three historical resources within 0.125 miles of the proposed project area including two historic farmhouses with associated structures and a railroad. However, as determined by Dudek archaeologists, these resources are located outside of the area affected by the proposed project. Additionally, the proposed project area has previously been subject to mass

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grading and development. The north project staging area would be located within the concrete bank of San Juan Creek and the south project staging area would be located within the parking lots of the surrounding businesses. As such, it is likely that cultural resources were destroyed by the previous development, resulting in very low potential for cultural resources to be present. Therefore, no impact would occur.

b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less Than Significant with Mitigation Incorporated. As discussed in the above response, no cultural resources were identified to be present within the proposed project area. As stated in the cultural report prepared for the project (Appendix C), no significant impacts to archaeological resources would result.

Dudek initiated correspondence with the Native American Heritage Commission (NAHC) in order to request a records search for Native American and tribal resources within the area. These NAHC records indicated that sacred lands or other areas of cultural importance are located within 0.125 miles of the proposed project area. However, it was unknown of the type, condition, quantity, or location of the resource(s). Due to the unavailability of such details regarding Native American and tribal resources, further outreach to the Native American Tribes and individuals identified by NAHC was conducted to provide more information about the resources (refer to Appendix C) . Additional outreach to Tribal contacts did not elicit any direct information about the cultural resources identified by the NAHC, specific resources in the project area, or resources in the surrounding area more generally. Overall, because the potential exists for unanticipated resources to be found during construction, impacts are considered significant. Incorporation of the mitigation measure listed below would reduce impacts to level below significance.

MM-CUL-1 Prior to initiation of ground disturbing activities, construction personnel ~~should~~shall receive worker environmental awareness and protection (WEAP) training to understand Native American cultural and archaeological sensitivity in the project area, to recognize potential archaeological discoveries during construction, and to provide information on how to react in the event of a discovery. If unexpected, potentially significant Native American or archeological resources are encountered during construction, ~~the~~ a Native American monitor and/or archeological monitor shall temporarily redirect or suspend trenching and contact a qualified archaeologist to evaluate the potential significance of the find. Such materials could include dense

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and/or intact artifact-bearing deposits, features (such as fire pits, privies, foundations), or human remains and grave goods.

- c) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

No Impact. Construction and operation of the proposed project would occur in an already developed area. The prior development of San Juan Creek into a flood control channel, as well as mass grading and development of the surround urban uses is not expected to impact paleontological or unique geologic resources.

- d) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

No Impact. As discussed in the above responses in this section, the proposed project would be located in an area that has previously undergone mass grading, development, and urbanization. As such, it would not be expected that human remains, including those interred outside of formal cemeteries would occur within the proposed project site. Therefore, no impact would occur.

3.6 Geology and Soils

- a) *Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

Less Than Significant Impact. The project site is not found on an Alquist Priolo Earthquake Fault Zoning map and is not located on an earthquake fault. The Newport-Inglewood Rose Canyon Fault, located approximately 4 miles away, is the nearest fault to the project site. Therefore, impacts would be less than significant.

- ii) *Strong seismic ground shaking?*

Less Than Significant Impact. The project site would likely be subjected to strong ground motion from seismic activity similar to that of the Orange

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County, due to the seismic activity of the region and proximity to the Newport-Inglewood Rose Canyon Fault. However, the project site is not within any Fault-Rupture Hazard Zone and is located approximately 4 miles from the nearest fault. As such, the site would not be affected by ground shaking any more than any other area in seismically-active southern California. Therefore, impacts would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction involves the substantial loss of shear strength in saturated soil, usually taking place within a soil medium exhibiting a uniform, fine-grained characteristic, loose consistency and low confining pressure when subjected to impact by seismic or dynamic loading. Liquefaction is also associated with lateral spreading, excessive settlement, and failure of shallow bearing foundations. According to the Seismic Hazard Zones Dana Point Quadrangle Map, the project site is located in an area with historic occurrence of liquefaction (DOC 2001). However, the proposed project does not involve any uses that would expose people or structures to potential adverse effect, including the risk of loss, injury or death. The project is a pipeline protection project for an existing treated effluent line in San Juan Creek. The project is being designed in a manner that takes into consideration existing geologic conditions, including liquefaction potential. Therefore, impacts are less than significant.

iv) Landslides?

No Impact. According to the Seismic Hazard Zones Dana Point Quadrangle Map, the project site is not located in an area with historic occurrence of seismically induced landslides (DOC 2001). Additionally, the project construction and operation would take place around and beneath the San Juan Creek channel, which is generally flat. Construction work that may require excavation would be done in a manner in order to prevent creation of unstable slopes. Therefore, no impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. The proposed project would involve trenchless pipeline construction with two areas of soil removal for launching and receiving pits as described in Section 1.1. Both areas of construction would occur on land that is currently paved and would not

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require removal of vegetation. Upon completion of construction, the land disturbed by construction would be returned to paved conditions similar to existing conditions. Thus, no potential for soil erosion or loss of topsoil would result from the proposed project. Therefore, no impact would occur.

- c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

No Impact. The project is the placement of a treated effluent pipeline within existing right-of-way, where pipelines currently exist. Due to similar existing structures in the area, the proposed project would not be characterized as having the potential to result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Therefore, no impact would occur.

- d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

Less Than Significant Impact. Expansive soils have a significant amount of clay particles which can shrink and swell with water, exerting stress on infrastructure within or above the surface. The occurrence of these soils is often associated with geologic units having marginal stability. Expansive soils can be widely dispersed and can be found in hillside areas as well as low lying alluvial basins. The proposed pipeline would be placed in areas where there are existing pipelines and fill material suitable for supporting the proposed underground infrastructure. Additionally, the project area has not been identified on any geologic hazard map to have expansive soil hazards. Expansive soils would not be anticipated to be an issue for this project. Therefore, impacts would be less than significant.

- e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No Impact. The proposed project does not include septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur.

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3.7 Greenhouse Gas Emissions

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less-Than-Significant Impact. Global climate change is a cumulative impact. A project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases (GHGs). Thus, GHG impacts are recognized as exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA 2008). This approach is consistent with that recommended by the California Natural Resource Agency, which noted in its Public Notice for the proposed CEQA amendments that the evidence indicates in most cases, the impact of GHG emissions should be considered in the context of a cumulative impact, rather than a project-level impact (CNRA 2009a). Similarly, the *Final Statement of Reasons for Regulatory Action* for amendments to the CEQA Guidelines confirms that an EIR or other environmental document must analyze the incremental contribution of a project to GHG levels and determine whether those emissions are cumulatively considerable (CNRA 2009b).

Neither the State of California nor the SCAQMD has adopted emission-based thresholds for GHG emissions applicable to the proposed project. The Governor's Office of Planning and Research (OPR) issued a technical advisory titled *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act (CEQA) Review*, which states that "public agencies are encouraged but not required to adopt thresholds of significance for environmental impacts. Even in the absence of clearly defined thresholds for GHG emissions, the law requires that such emissions from CEQA projects must be disclosed and mitigated to the extent feasible whenever the lead agency determines that the project contributes to a significant, cumulative climate change impact" (OPR 2008). Furthermore, the advisory document indicates that "in the absence of regulatory standards for GHG emissions or other scientific data to clearly define what constitutes a 'significant impact,' individual lead agencies may undertake a project-by-project analysis, consistent with available guidance and current CEQA practice" (OPR 2008).

Construction GHG Emissions. Construction of the proposed treated effluent pipeline would result in GHG emissions, which are primarily associated with use of off-road construction equipment, on-road hauling, and worker vehicles. The SCAQMD has not proposed or adopted relevant quantitative GHG thresholds for construction-generated

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emissions. Nonetheless, GHG emissions generated during construction of the proposed project are included in this assessment for disclosure purposes.

CalEEMod was used to calculate the annual GHG emissions based on the construction scenario described in Section 1.1, Project Overview, and Section 3.3, Air Quality. The GHG emissions are expressed in units of metric tons of carbon dioxide equivalent (MT CO₂E).¹ On-site sources of GHG emissions include off-road equipment and off-site sources including hauling and worker vehicles. Table 3.7-1, Estimated Annual Construction Greenhouse Gas Emissions, presents construction emissions for the proposed project in 2014 from on-site and off-site emission sources.

**Table 3.7-1
Estimated Annual Construction Greenhouse Gas Emissions (2014)**

MT CO ₂	MT CH ₄	MT N ₂ O	MT CO ₂ E
36	0.00	0.00	36

Notes: See Appendix A for complete results.
 MT CO₂ – metric tons carbon dioxide
 MT N₂O – metric tons nitrous oxide
 MT CH₄ – metric tons methane
 MT CO₂E – metric tons carbon dioxide equivalent

As shown in Table 3.7-1, the estimated total GHG emissions during construction of would be approximately 36 MT CO₂E in 2014. As with project-generated construction air quality pollutant emissions, GHG emissions generated during construction of the proposed project would be short-term in nature, lasting only for the duration of the construction period, and they would not represent a long-term source of GHG emissions. As the project would not cause a cumulatively considerable contribution, it would result in a cumulative impact in terms of GHG emissions that is less than significant.

Operational GHG Emissions. As discussed in Section 3.3, Air Quality, the proposed replacement pipeline would not involve long-term operational activities. Potential maintenance or repair of the replacement pipeline would be temporary and would not result in a substantial source of GHG operational emissions. Accordingly, the proposed project would not generate operational GHG emissions that would have a significant impact on the environment.

¹ The CO₂ equivalent for a gas is derived by multiplying the mass of the gas by the associated global warming potential (GWP), such that MTCO₂E = (metric tons of a GHG) x (GWP of the GHG). For example, the GWP for CH₄ is 21. This means that emissions of 1 metric ton of methane are equivalent to emissions of 21 metric tons of CO₂.

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- b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less-Than-Significant Impact. The Climate Change Scoping Plan approved by CARB on December 12, 2008, provides a framework for actions to reduce California's GHG emissions and requires CARB and other state agencies to adopt regulations and other initiatives to reduce GHGs. As such, the Scoping Plan is not directly applicable to specific projects. Moreover, the Final Statement of Reasons for the amendments to the CEQA Guidelines reiterates the statement in the Initial Statement of Reasons that "[t]he Scoping Plan may not be appropriate for use in determining the significance of individual projects ... because it is conceptual at this stage and relies on the future development of regulations to implement the strategies identified in the Scoping Plan" (CNRA 2009b). Under the Scoping Plan, however, there are several state regulatory measures aimed at the identification and reduction of GHG emissions. CARB and other state agencies have adopted many of the measures identified in the Scoping Plan. Neither the MNWD, local jurisdictions, nor the SCAQMD have adopted GHG-reduction measures that would apply to the GHG emissions associated with the proposed replacement pipeline project. At this time, no mandatory GHG regulations or finalized agency guidelines would apply to implementation of the proposed project, and no conflict would occur. Therefore, this cumulative impact would be less than significant.

3.8 Hazards and Hazardous Materials

- a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less Than Significant Impact. The proposed project would involve the transport of fuels, lubricants, and various other liquids needed for operation of construction equipment at the site via service trucks. Workers would also commute to the project site via private vehicles, and would operate construction vehicles/equipment on both public and private streets. Materials hazardous to humans, wildlife, and sensitive environments would be present during project construction of the pipeline installation. These materials include fuels, equipment fluids, cleaning solutions and solvents, lubricants, human waste, and chemical toilets. Direct impacts to human health and biological resources from accidental spills of small amounts of hazardous materials from construction equipment during construction of the pipeline installation could potentially occur. However, compliance with Federal, State, and City Municipal Code regulations that provide safety and control measures for those materials handled on site would ensure that potentially significant impacts would not occur. Additionally, construction and related equipment

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would be limited to the two, north and south, staging areas and pits located on developed land and not within the environmentally sensitive San Juan Creek channel. Therefore, impacts would be less than significant.

- b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

No Impact. The proposed pipeline would be developed at a depth to ensure adequate protection from short- and long-term erosion that would otherwise affect the safe operation of the treated effluent main. Additionally, there is no potential for frac-out, or surface release of drilling fluids, into San Juan Creek. Therefore, no impact would occur.

- c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No Impact. No schools exist within one-quarter mile of the proposed project. The nearest schools, Del Obispo Elementary and Marco Forster Middle, are located approximately 0.62 miles to the west of the proposed project site. As such, no impact would occur.

- d) *Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

Less Than Significant Impact. The proposed project site is surrounded by mobile home residential to the north with commercial uses to the south. Previous searches have concluded that the majority of hazardous materials sites included small generators and storage tanks. There are no hazardous materials sites immediate adjacent to the project site. Therefore, impacts would be less than significant.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. John Wayne Airport (SNA) and Fullerton Municipal Airport (FUL) are the nearest airports within Orange County, but are not within two miles of the project site. Therefore, would not be within the airport land use plan for either airport. Further, the proposed pipeline would not result in development, such as residential, that would be

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exposed to any noise impacts related to overheard air traffic from SNA and FUL. Therefore, no impact would occur.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. No private airstrips are located within two miles of the proposed project area. Therefore, no impact would occur.

- g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less Than Significant Impact. Implementation and operation of the proposed project would not result in any permanent adverse effects to an adopted emergency response plan due to the nature of the pipeline being installed underground and away from emergency routes. Additionally, installation of the project would not adversely affect the existing emergency plans. While the proposed project could result in construction traffic and potential roadway diversions, the relatively small scale and isolated nature of construction would not interfere with adopted emergency plans. Construction would be short-term in nature and would conform to City ordinances for traffic control management. Overall, impacts would be less than significant.

- h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

No Impact. The project proposes to install a replacement pipeline within the channelized San Juan Creek. Such infrastructure would not be expected to increase risk of wildland fires. Additionally, the proposed project would be located in a developed and urbanized area of San Juan Capistrano. Therefore, no impact would occur.

3.9 Hydrology and Water Quality

- a) Would the project violate any water quality standards or waste discharge requirements?*

Less Than Significant Impact. The project involves the replacement of Plant 3A's ETM pipeline via microtunneling. It does not propose to develop infrastructure that would require waste discharge permits. During construction of the proposed project, there would be potential for stormwater runoff sourced from the project staging areas, jacking pit, and receiving pits. Stormwater discharge is not expected to be substantial,

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and no permit requirements are expected. However, construction would implement Best Management Practices (BMPs), such as containment berms and temporary blockage of an existing storm drain to minimize the potential of silt entry, to ensure compliance with the Regional Water Quality Control Board (RWQCB). Therefore, impacts would be less than significant.

- b) *Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?*

No Impact. The construction and operation of the proposed pipeline would not rely on groundwater supplies, and construction does not require dewatering. Since there would be no substantial depletion of groundwater supplies, no impact to any existing wells, no impact would occur.

- c) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

No Impact. The construction of the proposed project would be limited to the developed areas to the north and south of San Juan Creek. Because the pipeline would be constructed via microtunneling, the proposed project would not encroach upon San Juan Creek and would not result in any alteration of its course or drainage pattern. Construction would involve groundbreaking of developed and paved land for the jacking and receiving pits north and south of the creek. The project staging and construction areas would be returned to conditions such that drainage patterns would not be substantially altered from existing conditions (similar slope and cover material). Therefore, no impact would occur.

- d) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

No Impact. See response 3.9c above. The project would not alter San Juan Creek and the developed areas affected by construction would be returned to conditions similar to existing conditions. Therefore, no impact would occur.

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- e) *Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

No Impact. The project would not result in permanent new hardscape or impervious surfaces. The project would involve temporary construction of the proposed pipeline and once constructed, no increase in runoff water would result.

- f) *Would the project otherwise substantially degrade water quality?*

Less Than Significant Impact. As discussed in response 3.9a above, the proposed project would implement BMPs during construction to comply with the RWQCB and prevent substantial degradation to water quality. Planned BMPs include construction berms to control erosion and sediment runoff as well as temporary blockage of storm drain inlets to minimize potential of silt entry. With these BMPs in place, impacts would be less than significant.

- g) *Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

No Impact. The project does not propose to construct any housing. Therefore, no impact would occur.

- h) *Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

No Impact. The proposed project lies within the 100-year floodplain as defined by the Flood Insurance Rate Map (FIRM) No. 06059C0506J (Federal Emergency Management Agency, 2009). The project proposes to replace an underground treated effluent pipeline within the San Juan Creek channel. Such infrastructure would not result in any above ground structures that would alter the flow of water. Therefore, no impact would occur.

- i) *Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

No Impact. The proposed project involves the replacement of the Plant 3A ETM pipeline via microtunneling. The construction and operation of the underground pipeline does not involve the use of a dam, levee, or other similar infrastructure whose failure poses a risk for flooding. Therefore, no impact would occur.

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j) Inundation by seiche, tsunami, or mudflow?

No Impact. A seiche, or standing wave, typically occurs in partially or fully enclosed bodies of water such as lakes, reservoirs, or bays, often resulting from seismic disturbance. A seiche is not likely to occur within San Juan Creek and the nearest enclosed bodies of water are various reservoirs located approximately half a mile to a full mile from the proposed project site. Further, the proposed project would be operational underground, avoiding impacts from any possible seiche. Therefore, no impact from seiches would occur.

The proposed project site approximately two miles inland. The location is well out of the tsunami inundation zone, as determined by the California Emergency Management Agency (CalEMA) (CalEMA 2009). Further, a tsunami inundating surface structures would not pose a threat to the subsurface pipeline during its operational phase. Therefore, no impact from tsunamis would occur.

As discussed in Section 3.6, Geology and Soils, the proposed project area is not identified in the San Juan Capistrano General Plan as an area susceptible to landslides or other debris flows. In addition, the area is largely developed and generally flat. Construction of the proposed pipeline would not create unstable surfaces or slopes that would lead to increased risk of landslides, mudflows, or other debris flows. Further, once operational, the pipeline would remain underground, avoiding any surface impacts of possible mudflows. Therefore, no impact from mudflows would occur.

3.10 Land Use and Planning

a) Would the project physically divide an established community?

No Impact. The proposed project would be located within channelized San Juan Creek, an existing feature that divides portions of the City of San Juan Capistrano. The underground pipeline would not divide the community in any way, and no impact would occur.

b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The construction of the proposed pipeline would not conflict with any adopted planning documents. The approved land uses within the project area include general open space within the creek, mobile home residential north of the creek, and

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commercial south of the creek. The proposed underground pipeline is consistent with other existing infrastructure and would not introduce any above ground land uses once operation of the proposed project commences. Due to the nature of microtunneling, construction of the pipeline would not directly impact or alter the open space within San Juan Creek. The proposed project is also outside the jurisdiction of the local coastal program in neighboring City of Dana Point. Therefore, no impact would occur.

- c) *Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?*

No Impact. While the proposed project site is on the boundary of two habitat conservation plans (HCP) and natural community conservation plan (NCCP), it is located in an urbanized area of San Juan Capistrano, outside designated reserves under any HCP or NCCP, and will not affect any endangered species covered under either plan. Therefore, no impact would occur.

3.11 Mineral Resources

- a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact. According to the *Generalized Mineral Land Classification of Orange County, California* map, the proposed project would be located in an area classified as Mineral Resource Zone (MRZ) - 3 (Miller, 1994). An MRZ-3 area is defined as “areas containing mineral deposits the significance of which cannot be evaluated from available data” (Miller, 1994). The San Juan Capistrano General Plan and the San Juan Capistrano General Plan Program Environmental Impact Report do not identify any mineral resources within the City’s jurisdiction (City of San Juan Capistrano 1999, 2002). While there is potential for unidentified mineral resources, the project area is a highly developed and urbanized area with residential, commercial, and open space land uses that would be inconsistent with mining activities; hence, no impact is anticipated.

- b) *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

No Impact. See response 3.11a above. Both the San Juan Capistrano General Plan and its respective Environmental Impact Report do not identify any mineral resources within the City’s jurisdiction of local importance. Therefore, no impact would occur.

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3.12 Noise

- a) *Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less Than Significant Impact. The City of San Juan Capistrano divides exterior noise standards based on residential (including public and institutional districts) and non-residential (commercial districts). Table 3.12-1 below outlines the noise standards defined by the City’s municipal code.

**Table 3.12-1
City of San Juan Capistrano Exterior Noise Standards**

Time Period	Noise Level, Residential (dBA)	Noise Level, Commercial (dBA)
7:00 am to 7:00 pm	65	65
7:00 pm to 10:00 pm	55	65
10:00 am to 7:00 am	45	65

Source: City of San Juan Capistrano 2013.

The City’s municipal code exempts noise from construction activities provided the construction does not occur between the hours of 6:00 p.m. to 7:00 a.m. on Monday through Friday, or from 4:30 p.m. to 8:30 a.m. on Saturday, or at any time on Sunday or a national holiday (City of San Juan Capistrano 2013).

Short-term noise impacts may occur during construction activities. Construction of the proposed project would occur in two areas, one north of San Juan Creek and one south of San Juan Creek. The northern construction site is located in an area zoned for mobile homes, while the southern construction site is located in an area zoned for commercial. Pipeline construction would require the use of equipment listed below in Table 3.12-2, Construction Equipment Noise Levels, which includes the typical noise levels from the equipment at 50 feet. Noise levels from construction of the proposed project was estimated using the Federal Highway Administration’s (FHWA) Roadway Construction Noise Model (RCNM) (Federal Highway Administration 2008) and project-specific construction equipment provided by the project engineers.

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**Table 3.12-2
Construction Equipment Noise Levels**

Equipment Type	Typical Noise Level dB(A) at 50 feet
Backhoe	80
Crane	83
Generator	81
Loader	85
Pump	76
Truck	88

Source: Dudek 2013

Construction noise levels were calculated based on the types of equipment used at the work areas along the alignment and the distances to the nearest residences. The noise calculations can be found in Appendix D. The maximum noise levels are anticipated to range from approximately 52 dBA Leq to 75 dBA Leq at the nearest residential properties during the first primary phase of construction work (pit construction). During the other primary construction phase (microtunneling), construction activities are anticipated to result in maximum noise levels between 55 dBA Leq and 67 dBA Leq at the nearest residences. Noise levels of these magnitudes would be higher than the existing ambient levels, and could result in annoyance and interruption of conversations; however the construction activities would take place exclusively during the hours permitted in the City of San Juan Capistrano Construction Ordinance (7:00 – 6:00 p.m. Monday through Friday, 8:30 – 4:30 on Saturdays). Therefore, the construction activities would not exceed relevant noise standards and impacts would be less than significant.

Pipeline segments and other material would be delivered using flatbed trailers; approximately three daily truck deliveries are anticipated on a typical workday. Approximately five workers per day would be required to conduct the work. The relatively small number of truck trips and worker trips would not result in a noticeable or measureable increase in traffic noise along the local arterials. Therefore, temporary noise impacts from project generated construction traffic would be less than significant.

Although noise impacts would be less than significant, the following construction noise control measures are recommended to reduce potential annoyance or complaints from nearby residences, to the extent possible:

- Construction shall not occur between the hours of 6:00 p.m. and 7:00 a.m. Monday through Friday or at any time on weekends or federal holidays. The hours of construction, including noisy maintenance activities and all spoils and material

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transport, shall be restricted to the periods and days permitted by the local noise or other applicable ordinance.

- All noise-producing project 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 specifications. Mobile or fixed “package” equipment (e.g., arc welders, air compressors) shall be equipped with shrouds and noise-control features that are readily available for that type of equipment.
- All mobile or fixed noise-producing equipment used on the project that are regulated for noise output by a local, state, or federal agency shall comply with such regulations while in the course of project activity.
- Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment, where feasible.
- Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
- The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.
- No project-related public address or music system shall be audible at any adjacent receptor.

b) *Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

Less Than Significant Impact. Ground-borne vibration is a small, rapidly fluctuating motion transmitted through the ground which diminishes (attenuates) fairly rapidly over distance. Ground-borne vibration from heavy equipment operations during construction of the proposed project was evaluated and compared with relevant vibration impact criteria using the Federal Transit Administration’s (FTA) Transit Noise and Vibration Impact Assessment, which provides vibration impact criteria and recommended methodologies and guidance for assessment of vibration effects (Federal Transit Administration 2006).

At a distance of approximately 75 feet, the vibration level from heavy construction machinery (such as a loaded truck or excavator) would be approximately 0.017 Peak Particle Velocity, in inches per second (PPV IPS). Vibration levels of this magnitude may be perceptible at nearby residences, but would be below the FTA threshold of

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potential damage for normal structures (0.20 PPV IPS) and would not be considered excessive. Therefore, short-term construction related vibration impacts would be less than significant.

- c) *Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

No Impact. Increases in noise would be limited to temporary construction and operational maintenance. The proposed project would operate underground and would not generate a permanent source of noise. Therefore, no impact would occur.

- d) *Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact. There would be short-term noise associated with construction activities, as discussed above (Refer to Section 3.12(a).) The temporary increase in ambient noise levels would be less than significant.

Operation of the proposed project would require occasional maintenance that would temporarily increase ambient noise levels in the area. However, maintenance of the proposed pipeline would be similar to that of the existing pipeline and would be expected to generate similar temporary maintenance noise to current conditions. Therefore, operation of the proposed project would not introduce a substantial temporary or periodic increase in noise level compared to existing operational conditions.

- e) *Would the project be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The proposed project is not located within two miles of a public airport or within an airport land use plan. Therefore, no impact would occur.

- f) *Would the project be within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The proposed project is not located within two miles or the general vicinity of a private airstrip. Therefore, no impact would occur.

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3.13 Population and Housing

- a) *Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

No Impact. The proposed project is a pipeline replacement within channelized San Juan Creek. It would not introduce new homes, businesses, or other infrastructure that would directly induce population growth. Additionally, the pipeline would not increase pipeline capacity that would otherwise indirectly induce population increase. Therefore, no impact would occur.

- b) *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The proposed project would not result in displacement of existing housing. While the north staging area is located adjacent to a mobile home community, the construction and operation of the proposed project would not displace any homes in that development. Therefore, no impact would occur.

- c) *Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No Impact. The proposed project area is within and immediately adjacent to the channelized San Juan Creek. Construction and operation would occur in areas where no dwelling units exist or where people would otherwise reside. The north project staging area would be located adjacent to a mobile home community, but would not require any displacement of its residents. Therefore, no impact would occur.

3.14 Public Services

- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:*

Fire protection?

No Impact. The project would replace a treated effluent main within San Juan Creek with another pipeline of same capacity via microtunneling. Such development would not result in an increased demand for fire protection services. Therefore, no impact would occur.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

Police protection?

No Impact. The project would replace a treated effluent main within San Juan Creek with another pipeline of same capacity via microtunneling. Such development would not result in an increased demand for police protection services. Therefore, no impact would occur.

Schools?

No Impact. The project would replace a treated effluent main within San Juan Creek with another pipeline of same capacity via microtunneling. Such development would not result in an increased demand for educational services. Therefore, no impact would occur.

Parks?

No Impact. The project would replace a treated effluent main within San Juan Creek with another pipeline of same capacity via microtunneling. Such development would not result in an increased demand for parks and recreation. Therefore, no impact would occur.

Other public facilities?

No Impact. The project would replace a treated effluent main within San Juan Creek with another pipeline of same capacity via microtunneling. Such development would not result in an increased demand for any public service, including those listed above. Therefore, no impact would occur.

3.15 Recreation

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The proposed project involves the replacement of a treated effluent pipeline within channelized San Juan Creek. As discussed in Section 3.13, *Population and Housing*, the proposed project would not directly or indirectly induce a population growth that would potentially increase the use of existing parkland or recreational facilities. As such, deterioration of these recreational facilities would not be accelerated. Therefore, no impact would occur.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

No Impact. The proposed project involves the replacement of a treated effluent pipeline within channelized San Juan Creek. It does not include recreational facilities, and, as discussed in *Section 3.13, Population and Housing*, would not induce population growth that would increase demand for recreational facilities. Therefore, no impact would occur.

3.16 Transportation and Traffic

- a) *Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*

Less than Significant Impact. The majority of traffic impacts would be limited to short-term and temporary construction impacts. Operation of the proposed project would be entirely underground with occasional maintenance that would have little to no traffic related impacts. Construction would last approximately nine weeks and is expected to utilize three construction-related vehicles. Transport to and from the project staging areas would avoid peak AM and PM hours as feasible in order to avoid substantial impact to the local roadway network, including state highway facilities. The southern project staging area and jacking pits would be located in a parking lot and not directly interfere with roadways. The northern project staging area and receiving pits would likely interfere with the San Juan Creek Trail, requiring the re-routing of pedestrians and bicyclists. Construction vehicles would utilize surrounding roadways for transport of workers, materials, and waste. However, due to the small number of vehicles planned for use and the short-term duration of the construction phase, any traffic related impact would be temporary. Therefore, impacts would be less than significant.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

- b) *Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

Less Than Significant Impact. See response to 3.16a above. Traffic impacts would be limited to the short-term and temporary construction phase. The three construction related vehicles planned for use would not substantially increase roadway demand or result in a decline of existing level of service. Therefore, impacts would be less than significant.

- c) *Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

No Impact. The proposed project location is not located within two miles of a public or private airstrip and is not within an airport land use plan. Therefore, no impact would occur.

- d) *Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No Impact. The proposed project is a treated effluent pipeline replacement within channelized San Juan Creek. It does not include any roadway designs or alterations to existing roadways that would otherwise potentially increase traffic hazards. Therefore, no impact would occur.

- e) *Would the project result in inadequate emergency access?*

Less Than Significant Impact. See response to 3.16a above. Construction impacts would be short-term and temporary. Additionally, the construction areas would not directly interfere with a roadway that would otherwise impede emergency response.

Normal operation of the proposed project would be completely subsurface and would not create any structural obstruction of emergency access routes. Occasional maintenance would be necessary throughout the proposed project's lifetime, but would be short-term, temporary, and likely limited to very few maintenance vehicles. Therefore, impacts would be less than significant.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

- f) *Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

Less Than Significant Impact. See response to 3.16a. Construction would be short-term and temporary and would not affect public transit. While use of the San Juan Creek Trail would be affected by the northern project staging area and pits, the re-routing of pedestrians and bicyclists would be short-term, and would return to normal operation once construction ceases.

Normal operation of the proposed project would be completely subsurface and would not create any structural obstruction of public transit, bicycle, or pedestrian facilities. As with construction, occasional short-term and temporary maintenance may interfere with the San Juan Creek Trail. However, due to the short-term and temporary nature of operational maintenance, no permanent interference would occur. Therefore, impacts would be less than significant.

3.17 Utilities and Service Systems

- a) *Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

No Impact. The proposed project involves improvements to an existing treated ETM pipeline. It would not increase wastewater usage, resulting in an exceedance of wastewater treatment requirements of the applicable Regional Water Quality Control Board. Therefore, no impact would occur.

- b) *Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

Less Than Significant Impact. The proposed project would not result in a development that would increase the demand for water or wastewater services. The project itself is the replacement of the existing Plant 3A ETM pipeline that travels within San Juan Creek. The environmental effects of this project are analyzed throughout this MND. Overall, impacts would be less than significant.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

- c) *Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No Impact. The proposed project would ultimately result in an underground treated effluent pipeline for MNWD's Plant 3A. Construction of the project would be storm-term and temporary, only requiring the use of existing storm drain facilities. This pipeline would not act as a new source of stormwater. Normal operation of a pipeline would not require the use of stormwater drains, thus not requiring the construction of any new stormwater facilities. Therefore, no impact would occur.

- d) *Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

No Impact. Operation of the proposed pipeline replacement would not require potable water usage. While construction would make use of water supplies, the duration of use would be short-term and temporary. Therefore, no impact would occur.

- e) *Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

No Impact. The proposed project would replace an existing Plant 3A ETM pipeline within channelized San Juan Creek. The pipeline would carry wastewater for the local providers, MNWD and SMWD, rather than require wastewater services. The proposed project would ensure that adequate wastewater capacity is provided to the local providers' service base. Therefore, no impact would occur.

- f) *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

No Impact. The proposed project's solid waste generation and disposal needs would be limited to the construction phase, as operation of the treated effluent pipeline would not generate solid waste. Construction debris generated from demolition of paved surfaces as well as waste generated by the construction workers would be short-term and temporary. Prima Deshecha Sanitary Landfill located at 32250 La Pata Avenue, San Juan Capistrano, California 92675 would serve the project. The Deshecha Landfill has an projected cease operation date of December 31, 2067 and an estimated remaining capacity of 87,384,799 cubic yards (CalRecycle, 2013). Due to the small size of the construction sites, as well as the short-term and temporary

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

period, the Deshecha Landfill would be expected to have more than adequate capacity for the proposed project. Therefore, no impact would occur.

- g) *Would the project comply with federal, state, and local statutes and regulations related to solid waste?*

No Impact. Operation of the proposed treated effluent pipeline would not generate solid waste. However, during construction the proposed project would comply with relevant statutes for proper waste disposal generated by groundbreaking activities, drilling, and construction workers. Construction would avoid tracking of materials by properly securing materials during transport to avoid accidental fall or blow over onto the local roadway system, including Caltrans right-of-ways. Therefore, no impact would occur.

3.18 Mandatory Findings of Significance

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant with Mitigation Incorporated. The proposed project's potential to degrade the quality of the environment as it related to fish or wildlife species is analyzed above in Section 3.4 of this document. The area within San Juan Creek was identified as a critical habitat for steelhead trout. Due to the nature of the microtunneling, there would be no direct impacts to the creek, as drilling would occur completely below the surface. However, indirect impacts resulting from groundborne vibration could potentially disrupt steelhead trout migration, which occurs between January 1 and May 31. Construction is planned to begin in November 2014 and is expected to last approximately nine weeks. As such, construction could potentially occur during the steelhead trout migration period, resulting in indirect impacts to the species. However, with incorporation of mitigation measure BIO-1, potentially significant indirect impacts to steelhead trout would be adequately mitigated to a level below significance. Additionally, nesting birds could utilize trees found within the project area between February 15 and August 31. Should construction extend into the nesting season, incorporation of mitigation measure BIO-2 would ensure that any potentially significant indirect impacts to nesting birds would be reduced to a level below significance.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

The proposed project's potential to degrade, threaten, or otherwise eliminate important historical or archaeological resources is analyzed above in Section 3.5 of this document. It was determined by a qualified archaeologist that historical resources identified within 0.125 miles of the proposed project lie outside of the affected area. Additionally, the project area has been subject to mass grading and other activities related to large urban development, thereby likely destroying any previous existing historical resources. Outreach to the NAHC indicated that important Native American resources exist within 0.125 miles of the project area, however details as to type or location were not provided. Due to this, there is potential for important Native American resources to be affected by the proposed project. However, with incorporation of mitigation measure CUL-1, such potential impacts to these resources would be reduced to a level below significance. Therefore, impacts to sensitive fish or wildlife and important historical or archaeological resources would be less than significant.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

Less Than Significant Impact. As analyzed throughout Section 3 of this document, the proposed project would result in less than significant or no impact to aesthetics, agriculture and forestry resources, air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, and utilities and service systems. Mitigation measures recommended for biological resources and cultural resources would reduce impacts to a level below significance. Moreover, the proposed project would replace the current treated effluent pipeline with a structure of the same capacity. Because this project would not alter the pipeline capacity, it does not promote an increase in development within its service area. Additionally, all potential impacts would result from construction and would be short-term and temporary in nature. Therefore, impacts would be less than significant.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant Impact. Potential environmental direct or indirect environmental effects on human beings were analyzed in the following sections: aesthetics, air quality, geology and soils, hazards and hazardous materials,

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

hydrology and water quality, land use and planning, noise, populations and housing, and transportation and traffic. As found in discussion of each relevant section, all potential impacts to human beings would be less than significant. Specifically, all potential impacts to human beings would result from construction phase due to noise, vibration, and emission generating equipment, transport of hazardous materials, and an increase potential for polluted runoff. However, the proposed project would comply with federal, state, and local hazardous materials regulations and implement BMPs. Additionally, all potential impacts would be short-term and temporary, lasting approximately nine weeks. Therefore, impacts to human beings would be less than significant.

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

4 REFERENCES AND PREPARERS

4.1 References Cited

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4.2 List of Preparers

Shawn Shamlou, Principal
Andrew Talbert, CEQA Intern
Brad Comeau, Archaeologist
Mike Greene, Acoustician
Vipul Joshi, Senior Biologist
Jennifer Reedy, Air Quality
Susannah Pitman. GIS

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

5 MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report		
<p>MM-BIO-1 If construction begins prior to January 1 and will extend into the steelhead trout migration period, focused steelhead trout surveys shall be conducted in addition to trout monitoring. If construction begins between January 1 and May 31, focused surveys shall begin approximately two weeks prior to the start of construction. Focus surveys and trout monitoring shall be conducted by qualified biologists and shall occur as follows:</p> <ul style="list-style-type: none"> • Focused steelhead trout surveys shall include two dawn and two dusk surveys separated in time by at least one week. Focused surveys are broken into two 4-hour blocks, the first occurring 30 minutes before sunrise and the second occurring 3.5 hours before sunset to gather data during the most likely times of steelhead trout migration. • Surveys shall consist of walking diagonal transects within the streambed from downstream to upstream while visually checking all flowing water, deep pools, cut banks, and vegetation overhangs for steelhead trout. Small dip nets will be used to verify the identity of small fish encountered during the survey. • When no precipitation, or less than 1.0 inch of precipitation is recorded within the San Juan Creek watershed within a 24 hour period, then a “Non-precipitation” monitoring protocol shall be conducted: <ul style="list-style-type: none"> ○ Monitoring surveys shall occur between approximately 6:30am and 8:00am each day that construction activity is planned. ○ Monitoring surveys shall consist of walking diagonal bank to bank transects starting 500 feet downstream from the project area and continuing to a point 500 feet upstream from the project area to search for schools of fish. Binoculars shall be used to identify shore bird activity, which is often associated with the presence of fish. When fish are observed, the species, school size, and location shall be noted. • When rain events resulted in the precipitation of one inch or more in any one day, then a “Precipitation” monitoring protocol shall be conducted: 	X	X	X		MNWD				

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

Mitigation Measure	Time Frame of Mitigation				Monitoring Reporting Agency	Time Frame for Verification Frequency to		Date of Completion	Date of Verification
	Planning	Pre-Const.	During Const.	Post Const.		Monitor	Report		
<ul style="list-style-type: none"> ○ Monitoring surveys will begin around 6:30 am and will continue throughout the entire construction period each day. ○ The precipitation protocol shall be continued for one week subsequent to a one-inch rain event. If conducting monitoring surveys within the channel is determined to be unsafe due to high flows, an alternate survey protocol consisting of walking along the dry portions of the streambed within the channel, avoiding areas where safety is a concern, and walking along the upper banks of the flood channel while using binoculars to survey fast moving water for adult steelhead trout shall be used. ● If steelhead trout are detected during any of the pre-construction surveys or monitoring, work shall be halted until trout are no longer detected within the work area and associated buffer. 									
MM-BIO-2 If construction occurs during the nesting season (February 15 to August 31), a qualified biologist shall conduct a single visit nesting bird survey within 72 hours prior to construction to avoid potential impacts to actively nesting birds protected under the MBTA. If an active nest is present, a suitable buffer zone will be recommended based on the species and specific nest location, and all impacts within the buffer zone must be placed on hold until the nest is no longer active.	X	X	X		MNWD				
MM-CUL-1 Prior to initiation of ground disturbing activities, construction personnel shall receive worker environmental awareness and protection (WEAP) training to understand Native American cultural and archeological sensitivity in the project area, to recognize potential archaeological discoveries during construction, and to provide information on how to react in the event of a discovery. If unexpected, potentially significant Native American or archaeological resources are encountered during construction, a Native American monitor and/or archeological monitor shall temporarily redirect or suspend trenching and contact a qualified archaeologist to evaluate the potential significance of the find. Such materials could include dense and/or intact artifact-bearing deposits, features (such as fire pits, privies, foundations), or human remains and grave goods.	X	X	X		MNWD				

**Initial Study/Mitigated Negative Declaration for the
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6 WRITTEN COMMENTS AND RESPONSES

This section contains all written comments received during the public comment period as well as responses to these comments. Table 6-1 provides an index to respondents and response numbers. Numbered responses correspond to the numbered comments at the point the comment occurs.

**Table 6-1
Written Comments Received**

Comment Letter	Organization
A	Governor's Office of Planning and Research State Clearinghouse and Planning Unit
B	Department of Transportation
C	City of San Juan Capistrano

#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Comment Letter A



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

June 5, 2014

Nancy Baker
Moulton Niguel Water District
26161 Gordon Road
Laguna Niguel, CA 92653

Subject: Plant 3A Effluent Transmission Main Replacement Project MNWD Project 2009.115
SCH#: 2014051023

Dear Nancy Baker:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on June 4, 2014, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

A-1

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

Document Details Report State Clearinghouse Data Base

SCH# 2014051023
Project Title Plant 3A Effluent Transmission Main Replacement Project MNWD Project 2009.115
Lead Agency Moulton Niguel Water District

Type MND Mitigated Negative Declaration
Description A 30-inch diameter, 296-foot long treated effluent pipeline is proposed to be installed via microtunneling beneath the concrete channelized San Juan Creek as a replacement for MWND's Plant 3A effluent transmission main (ETM) under co-ownership with Santa Margarita Water District (SMWD).

Lead Agency Contact

Name Nancy Baker
Agency Moulton Niguel Water District
Phone 949 425 3549 **Fax**
email
Address 26161 Gordon Road
City Laguna Niguel **State** CA **Zip** 92653

Project Location

County Orange
City San Juan Capistrano
Region
Lat / Long 33° 29' 13.2" N / 117° 40' 1.2" W
Cross Streets Calle Perfecto and Paseo Toscana
Parcel No. Various
Township

	Range	Section	Base

Proximity to:

Highways I-5
Airports
Railways Burlington Northern Santa Fe
Waterways San Juan Creek and Trabuco Creek
Schools Del Obispo ES and Marco Foster MS
Land Use PLU: Channelized San Juan Creek
 Z: General Open Space
 GPD: General Open Space

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Growth Inducing; Landuse; Cumulative Effects

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 5; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 12; CA Department of Public Health; Air Resources Board; State Water Resources Control Board, Division of Financial Assistance; Regional Water Quality Control Board, Region 9; Native American Heritage Commission; Public Utilities Commission; State Lands Commission

Date Received 05/06/2014 **Start of Review** 05/06/2014 **End of Review** 06/04/2014

A-2

Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

STATE OF CALIFORNIA--CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 12
3347 MICHELSON DRIVE, SUITE 100
IRVINE, CA 92612-8894
PHONE (949) 724-2000
FAX (949) 724-2019
TTY 711
www.dot.ca.gov

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JUN 02 2014

STATE CLEARING HOUSE

May 28, 2014

Ms. Nancy Baker
Moulton Niguel Water District (MNWD)
26161 Gordon Road
Laguna Hills, CA 92653

File: IGR/CEQA
SCH#: 2014051023
Log #: 3821
I-5

Dear Ms. Baker:

Thank you for the opportunity to review and comment on the **Draft IS/MND for the Plant 3A Effluent Transmission Main Replacement Project MNWD Project 2009.115**. The proposed project is to install a 30-inch diameter, 298-foot long treated effluent pipeline via microtunneling beneath the concrete channelized San Juan Creek as a replacement for MNWD's Plant 3A effluent transmission main under co-ownership with Santa Margarita Water District. The nearest state transportation facility to the project site is I-5.

A-3

The Department of Transportation (Department) is a commenting agency on this project and has the following comments for your consideration:

A-4

If any project work (e.g. storage of materials, street widening, emergency access improvements, sewer connections, sound walls, storm drain construction, street connections, etc) occurs in the vicinity of the Caltrans Right-of-Way, an encroachment permit would be required and environmental concerns must be adequately addressed including no new net storm water flows.

Measures must be incorporated to contain all vehicle loads and avoid any tracking of materials, which may fall or blow onto Caltrans roadways or facilities during construction. It is recommended that construction vehicles hauling loads on the State Highway System avoid A.M. and P.M. peak travel periods.

A-5

Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Betty Alivio at 949-724-2035.

Sincerely,

MAUREEN EL HARAKE, Branch Chief
Regional-Community-Transit Planning
District 12

c: Scott Morgan, Office of Planning and Research

"Caltrans improves mobility across California"

#4.

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Plant 3A Effluent Transmission Main Replacement Project**

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Response to Comment Letter A

**State Clearinghouse
Scott Morgan, Director
June 5, 2014**

A-1 This comment confirms that Moulton Niguel Water District (MNWD) has complied with the public review requirements of the California Environmental Quality Act (CEQA). The comment states that the review period ended on June 4, 2014. MNWD accepted public comment until June 6, 2014 and gave extension to the City of San Juan Capistrano, as requested, until June 13, 2014.

The State Clearinghouse forwarded the one (1) comment letter received during the public review period submitted by the California Department of Transportation, District 12 (Caltrans).

A-2 This comment provides data that the State Clearinghouse possesses on the project.

A-3 Comment noted; the project description is accurately summarized.

A-4 To the extent that any project work shall occur within a Caltrans right-of-way, MNWD will obtain the appropriate encroachment permit. As discussed in Section 3.9 of the Draft Mitigated Negative Declaration (MND), upon completion, the project would not increase the amount of impervious surface compared to existing conditions. Additionally, as discussed in the Draft MND, all areas affected by construction of the project would be returned to a drainage pattern similar to existing conditions.

A-5 Section 3.16, response (a) of the Draft MND has been revised to include avoidance of peak AM and PM hours on the State Highway System. Section 3.1, response (g) of the Draft MND has been revised to include properly securing materials on construction vehicles to avoid tacking of materials on Caltrans right-of-ways.

In response to this comment, the Draft MND has been revised in ~~strikeout~~/underline format. To the extent these additions to the Draft MND provide new information that may clarify or amplify information already found in the Draft MND, and do not raise important new issues about significant effects on the environment, such changes are insignificant as the term is used in Section 15088.5(b) of the CEQA Guidelines.

MNWD will keep Caltrans informed of the project as applicable and as requested.

#4.

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Plant 3A Effluent Transmission Main Replacement Project**

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Comment Letter B

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

DISTRICT 12
3347 MICHELSON DRIVE, SUITE 100
IRVINE, CA 92612-8894
PHONE (949) 724-2000
FAX (949) 724-2019
TTY 711
www.dot.ca.gov



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Be energy efficient!*

May 28, 2014

Ms. Nancy Baker
Moulton Niguel Water District (MNWD)
26161 Gordon Road
Laguna Hills, CA 92653

File: IGR/CEQA
SCH#: 2014051023
Log #: 3821
I-5

Dear Ms. Baker:

Thank you for the opportunity to review and comment on the **Draft IS/MND for the Plant 3A Effluent Transmission Main Replacement Project MNWD Project 2009.115**. The proposed project is to install a 30-inch diameter, 298-foot long treated effluent pipeline via microtunneling beneath the concrete channelized San Juan Creek as a replacement for MNWD's Plant 3A effluent transmission main under co-ownership with Santa Margarita Water District. The nearest state transportation facility to the project site is I-5.

The Department of Transportation (Department) is a commenting agency on this project and has the following comments for your consideration:

If any project work (e.g. storage of materials, street widening, emergency access improvements, sewer connections, sound walls, storm drain construction, street connections, etc) occurs in the vicinity of the Caltrans Right-of-Way, an encroachment permit would be required and environmental concerns must be adequately addressed including no new net storm water flows.

Measures must be incorporated to contain all vehicle loads and avoid any tracking of materials, which may fall or blow onto Caltrans roadways or facilities during construction. It is recommended that construction vehicles hauling loads on the State Highway System avoid A.M. and P.M. peak travel periods.

Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Betty Alivio at 949-724-2035.

Sincerely,

MAUREEN EL HARAQUE, Branch Chief
Regional-Community-Transit Planning
District 12

c: Scott Morgan, Office of Planning and Research

B-1

#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

Response to Comment Letter B

**Department of Transportation, District 12
Maureen El Harake, Branch Chief
May 28, 2014**

B-1 Please refer to responses to comments A-3, A-4, and A-5.

#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

Comment Letter C

32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675
(949) 493-1171
(949) 493-1053 FAX
www.sanjuancapistrano.org
June 10, 2014



MEMBERS OF THE CITY COUNCIL

SAM ALLEVATO
ROY L. BYRNES, M.D.
LARRY KRAMER
DEREK REEVE
JOHN TAYLOR

Moulton Niguel Water District
Attn: Nancy Baker, Principal Engineer
26161 Gordon Road
Laguna Hills, CA 92653-8224

Subject: Review of Draft Initial Study / Mitigated Negative Declaration for Plant 3A Effluent Transmission Main Replacement Project – MNWD Project 2009.115

Dear Ms. Baker:

We appreciate the opportunity to review and comment on the subject project. We understand that the project consists of a 30-inch diameter; 298-foot long treated effluent pipeline is proposed to be installed via micro tunneling beneath the concrete channelized San Juan Creek as a replacement for MNWD's Plant 3A effluent transmission main. Our overview has focused on the project's impacts to existing utilities which are located within the proposed project area. Based on our review of the project, we conclude that the project as presently designed may impact 4 (four) City maintained utility lines which are located under the bike trail and within the project area; therefore the City is requesting that the project plans clearly identify the location of the following 4 utility lines:

- SJBA ocean outfall line.
- City sewer line.
- SJBA well field collection line.
- MNWD sewer line.

In addition, the City is requesting that the project include a mitigation measure that requires an Archaeologist and Native American monitor to be present onsite during trenching/earth disturbing activities. The proposed MM-CUL-1 requires field personnel to receive "worker environmental awareness and protection training to understand Native American cultural sensitivity." This mitigation measure does not meet the purpose and intent of City Council Policy 601, which is intended to protect and preserve its unique heritage and valuable built historic, archaeological and paleontological resources within the community.

In summary, we conclude that the project as presently designed may result in significant impacts if the above mentioned utility lines are not clearly identified and taken into consideration during the design phase of the project and if the protection of cultural resources are not taken into consideration during construction. The City of San Juan Capistrano thanks you for allowing us with the opportunity to provide comments on this project and on all future projects. Should you have any questions or want to discuss our recommendations on this project, please call me at (949) 443-6320.

Sincerely,

David Contreras
David Contreras, Senior Planner

cc: Eric Bauman, Utilities Engineer

Enclosure: City Council Policy 601

C-1
C-2
C-3

San Juan Capistrano: Preserving the Past to Enhance the Future

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#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement Project

Response to Comment Letter C

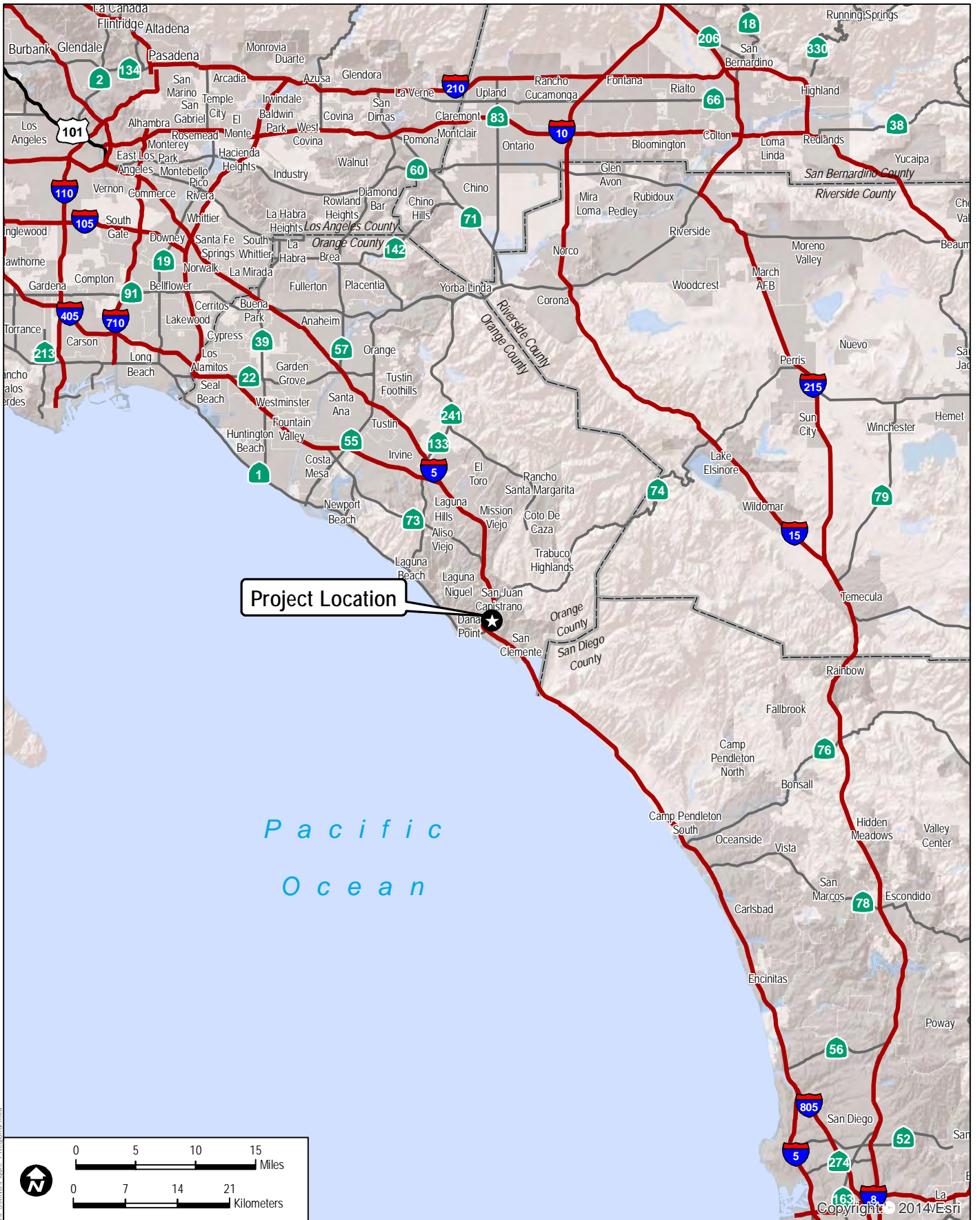
**City of San Juan Capistrano
David Contreras, Senior Planner
June 10, 2014**

- C-1** Moulton Niguel Water District (MNWD) is aware of the four City of San Juan Capistrano maintained utility lines (identified in the comment as SJBA ocean outfall, City sewer, SJBA well field collection, MNWD sewer) located within the proposed project area. These four utility lines will be identified in construction design plans. MNWD will continue to work with the City of San Juan Capistrano during design and construction to ensure that potential conflicts with the four identified utility lines are minimized.
- C-2** Mitigation measure MM-CUL-1, found in Sections 2.3 and 3.5 of the MND, has been revised to include language for the provision of an archeological monitor in addition to the already specified Native American monitor.
- In response to this comment, the Draft MND has been revised in ~~strikeout~~/underline format. To the extent these additions to the Draft MND provide new information that may clarify or amplify information already found in the Draft MND, and do not raise important new issues about significant effects on the environment, such changes are insignificant as the term is used in Section 15088.5(b) of the CEQA Guidelines.
- C-3** Comment noted. Please refer to responses to comments C-1 and C-2 above.

#4.

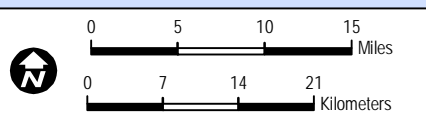
**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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Project Location

Pacific
Ocean



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FIGURE 1
Regional Map

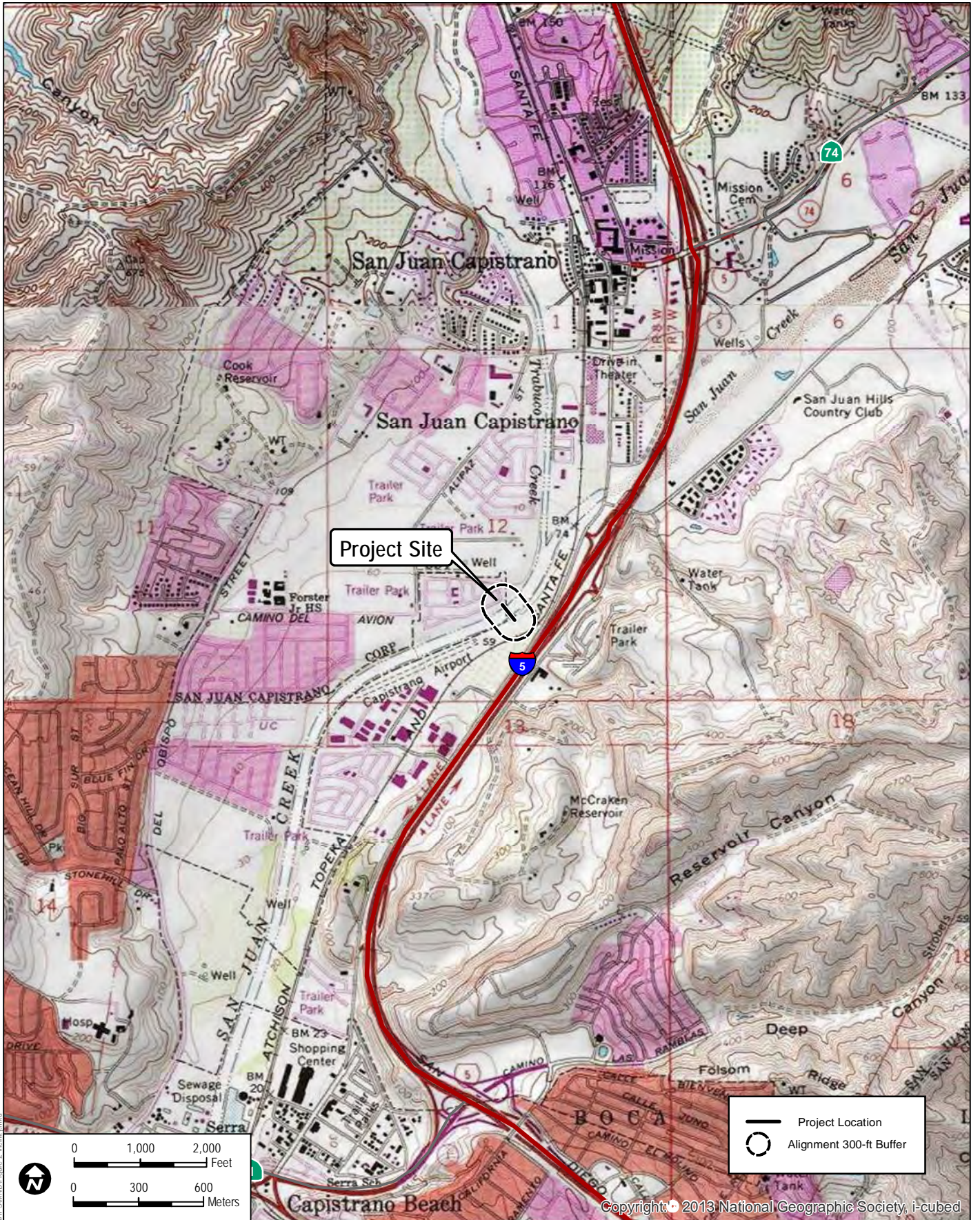
Plant 3A Effluent Transmission Main Replacement Project

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#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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7:Project\768001\MAPDOC\MAPS\MIND\Figure 2 Vicinity.mxd

DUDEK

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SOURCE: USGS 7.5-Minute Series Dana Point Quadrangles.
Township 8S, Range 8W, Section 12

Copyright © 2013 National Geographic Society, i-cubed

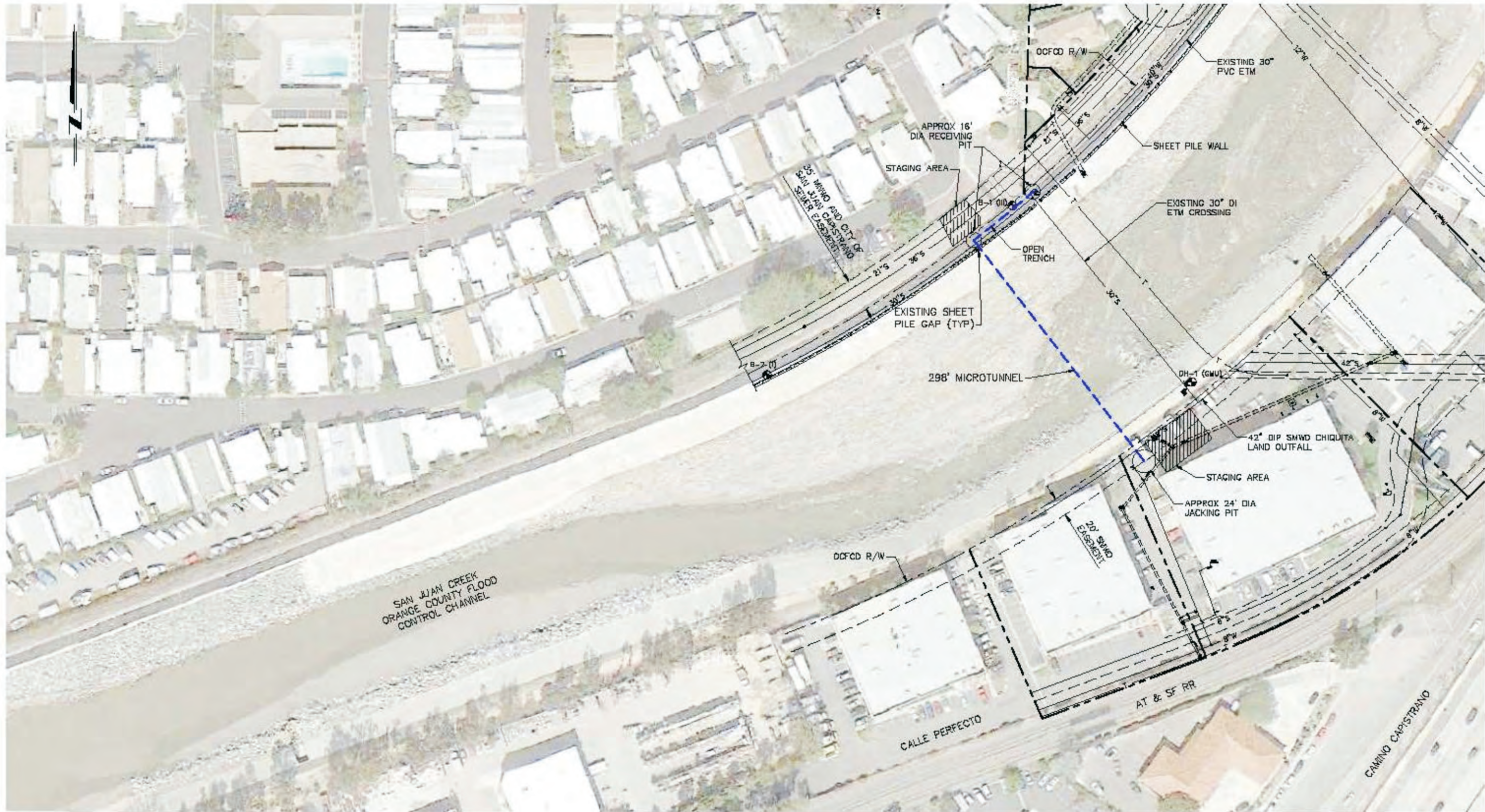
FIGURE 2
Vicinity Map

Plant 3A Effluent Transmission Main Replacement Project

#4.

**Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project**

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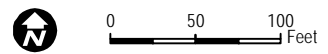
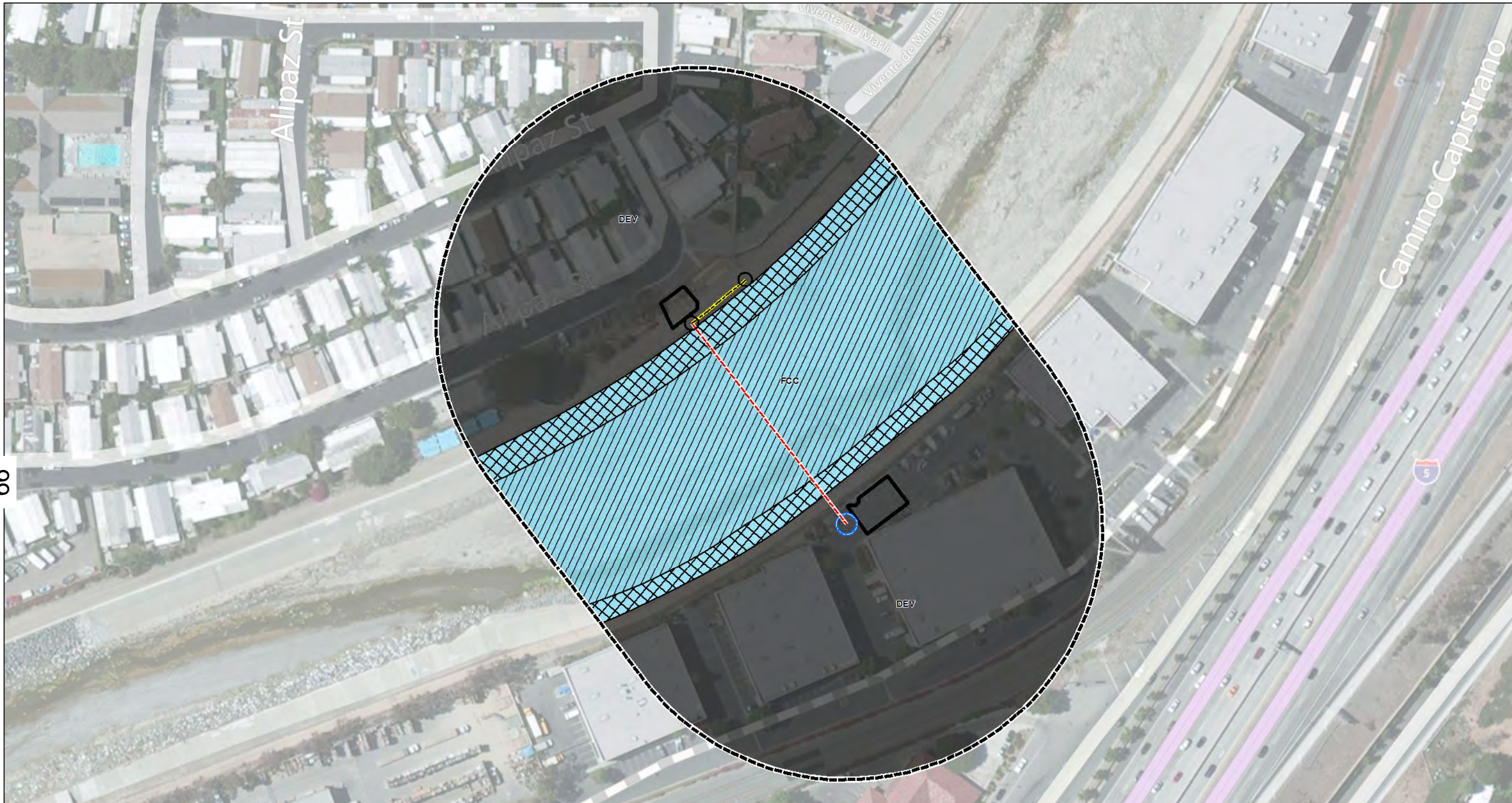
PLAN
SCALE: 1"=50'

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Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project

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SOURCE: ESRI ONLINE BING IMAGERY

- | | | | | |
|-------------|----------------|-------------------------|-------------------------------|--|
| Microtunnel | Receiving Pits | Alignment 300-ft Buffer | Vegetation Communities | Jurisdictional Determination |
| Open Trench | Jacking Pit | Staging Areas | DEV = Developed | Army Corps of Engineers |
| | | | FCC = Flood Control Channel | California Department of Fish and Wildlife |

FIGURE 4
Vegetation Communities and Jurisdictional Areas
 Plant 3A Effluent Transmission Main Replacement Project

Initial Study/Mitigated Negative Declaration for the
Plant 3A Effluent Transmission Main Replacement Project

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APPENDIX A
CalEEMod Results

#4.

MNWD ETM
Orange County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	1.00	User Defined Unit	0.20	6,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	30
Climate Zone	8	Operational Year		N/A	
Utility Company	Southern California Edison				
CO₂ Intensity (lb/MWhr)	630.89	CH₄ Intensity (lb/MWhr)	0.029	N₂O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Land Use - Less than 1 acre

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	3.0338	22.7145	17.5783	0.0288	0.2498	1.4407	1.6905	0.0672	1.3821	1.4492	0.0000	2,822.7793	2,822.7793	0.5374	0.0000	2,834.0636
Total	3.0338	22.7145	17.5783	0.0288	0.2498	1.4407	1.6905	0.0672	1.3821	1.4492	0.0000	2,822.7793	2,822.7793	0.5374	0.0000	2,834.0636

-104-

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	3.0338	22.7145	17.5783	0.0288	0.2498	1.4407	1.6905	0.0672	1.3821	1.4492	0.0000	2,822.7793	2,822.7793	0.5374	0.0000	2,834.0636
Total	3.0338	22.7145	17.5783	0.0288	0.2498	1.4407	1.6905	0.0672	1.3821	1.4492	0.0000	2,822.7793	2,822.7793	0.5374	0.0000	2,834.0636

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Pit Construction	Grading	11/1/2014	11/21/2014	5	15	
2	Microtunneling	Trenching	11/22/2014	12/12/2014	5	15	
3	Pipeline Connections	Building Construction	12/13/2014	12/31/2014	5	13	

Load Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Pit Construction	Excavators	1	8.00	162	0.38
Pit Construction	Cranes	1	8.00	226	0.29
Microtunneling	Bore/Drill Rigs	1	8.00	75	0.50
Microtunneling	Excavators	1	8.00	162	0.38
Microtunneling	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Microtunneling	Pumps	1	8.00	84	0.74
Microtunneling	Pumps	1	8.00	50	0.74
Pipeline Connections	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Pipeline Connections	1	5.00	2.00	78.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Pit Construction	2	5.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Microtunneling	5	13.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Pit Construction - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Off-Road	1.1872	14.1422	6.5762	0.0109		0.6650	0.6650		0.6118	0.6118		1,159.6269	1,159.6269	0.3427		1,166.8232
Total	1.1872	14.1422	6.5762	0.0109	0.0000	0.6650	0.6650	0.0000	0.6118	0.6118		1,159.6269	1,159.6269	0.3427		1,166.8232

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0303	0.3166	6.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		57.7283	57.7283	3.1600e-003		57.7946
Total	0.1683	2.2405	1.8750	5.0700e-003	0.1604	0.0405	0.2009	0.0434	0.0372	0.0807		512.6419	512.6419	7.1100e-003		512.7913

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Off-Road	1.1872	14.1422	6.5762	0.0109		0.6650	0.6650		0.6118	0.6118	0.0000	1,159.6269	1,159.6269	0.3427		1,166.8232
Total	1.1872	14.1422	6.5762	0.0109	0.0000	0.6650	0.6650	0.0000	0.6118	0.6118	0.0000	1,159.6269	1,159.6269	0.3427		1,166.8232

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0303	0.3166	6.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		57.7283	57.7283	3.1600e-003		57.7946
Total	0.1683	2.2405	1.8750	5.0700e-003	0.1604	0.0405	0.2009	0.0434	0.0372	0.0807		512.6419	512.6419	7.1100e-003		512.7913

3.3 Microtunneling - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442		2,217.7721	2,217.7721	0.5252		2,228.8009
Total	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442		2,217.7721	2,217.7721	0.5252		2,228.8009

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0580	0.0788	0.8232	1.6700e-003	0.1453	1.1300e-003	0.1464	0.0385	1.0300e-003	0.0396		150.0935	150.0935	8.2200e-003		150.2661
Total	0.2040	2.2890	2.3816	6.1000e-003	0.2498	0.0412	0.2910	0.0672	0.0379	0.1050		605.0071	605.0071	0.0122		605.2627

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442	0.0000	2,217.7721	2,217.7721	0.5252		2,228.8009
Total	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442	0.0000	2,217.7721	2,217.7721	0.5252		2,228.8009

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0580	0.0788	0.8232	1.6700e-003	0.1453	1.1300e-003	0.1464	0.0385	1.0300e-003	0.0396		150.0935	150.0935	8.2200e-003		150.2661
Total	0.2040	2.2890	2.3816	6.1000e-003	0.2498	0.0412	0.2910	0.0672	0.0379	0.1050		605.0071	605.0071	0.0122		605.2627

3.4 Pipeline Connections - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553		331.0651	331.0651	0.0978		333.1196
Total	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553		331.0651	331.0651	0.0978		333.1196

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0243	0.2304	0.2803	4.3000e-004	0.0125	4.3500e-003	0.0168	3.5600e-003	4.0000e-003	7.5500e-003		44.0694	44.0694	4.0000e-004		44.0779
Worker	0.0223	0.0303	0.3166	6.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		57.7283	57.7283	3.1600e-003		57.7946
Total	0.1925	2.4709	2.1553	5.5000e-003	0.1729	0.0448	0.2177	0.0470	0.0412	0.0882		556.7114	556.7114	7.5100e-003		556.8691

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553	0.0000	331.0651	331.0651	0.0978		333.1196
Total	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553	0.0000	331.0651	331.0651	0.0978		333.1196

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1460	2.2102	1.5584	4.4300e-003	0.1045	0.0400	0.1445	0.0286	0.0368	0.0654		454.9137	454.9137	3.9500e-003		454.9967
Vendor	0.0243	0.2304	0.2803	4.3000e-004	0.0125	4.3500e-003	0.0168	3.5600e-003	4.0000e-003	7.5500e-003		44.0694	44.0694	4.0000e-004		44.0779
Worker	0.0223	0.0303	0.3166	6.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		57.7283	57.7283	3.1600e-003		57.7946
Total	0.1925	2.4709	2.1553	5.5000e-003	0.1729	0.0448	0.2177	0.0470	0.0412	0.0882		556.7114	556.7114	7.5100e-003		556.8691

CalEEMod Version: CalEEMod.2013.2.2

Date: 1/21/2014 8:44 PM

MNWD ETM
Orange County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	1.00	User Defined Unit	0.20	6,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	30
Climate Zone	8	Operational Year	N/A		
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Land Use - Less than 1 acre

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	3.0211	22.6336	17.4454	0.0289	0.2498	1.4405	1.6903	0.0672	1.3820	1.4491	0.0000	2,832.2399	2,832.2399	0.5373	0.0000	2,843.5233
Total	3.0211	22.6336	17.4454	0.0289	0.2498	1.4405	1.6903	0.0672	1.3820	1.4491	0.0000	2,832.2399	2,832.2399	0.5373	0.0000	2,843.5233

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2014	3.0211	22.6336	17.4454	0.0289	0.2498	1.4405	1.6903	0.0672	1.3820	1.4491	0.0000	2,832.2399	2,832.2399	0.5373	0.0000	2,843.5233
Total	3.0211	22.6336	17.4454	0.0289	0.2498	1.4405	1.6903	0.0672	1.3820	1.4491	0.0000	2,832.2399	2,832.2399	0.5373	0.0000	2,843.5233

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Pit Construction	Grading	11/1/2014	11/21/2014	5	15	
2	Microtunneling	Trenching	11/22/2014	12/12/2014	5	15	
3	Pipeline Connections	Building Construction	12/13/2014	12/31/2014	5	13	

Load Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Pit Construction	Excavators	1	8.00	162	0.38
Pit Construction	Cranes	1	8.00	226	0.29
Microtunneling	Bore/Drill Rigs	1	8.00	75	0.50
Microtunneling	Excavators	1	8.00	162	0.38
Microtunneling	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Microtunneling	Pumps	1	8.00	84	0.74
Microtunneling	Pumps	1	8.00	50	0.74
Pipeline Connections	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Pipeline Connections	1	5.00	2.00	78.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Pit Construction	2	5.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Microtunneling	5	13.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Pit Construction - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Off-Road	1.1872	14.1422	6.5762	0.0109		0.6650	0.6650		0.6118	0.6118		1,159.6269	1,159.6269	0.3427		1,166.8232
Total	1.1872	14.1422	6.5762	0.0109	0.0000	0.6650	0.6650	0.0000	0.6118	0.6118		1,159.6269	1,159.6269	0.3427		1,166.8232

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0211	0.0276	0.3343	6.8000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		60.9519	60.9519	3.1600e-003		61.0183
Total	0.1574	2.1641	1.7137	5.1200e-003	0.1604	0.0403	0.2007	0.0434	0.0371	0.0805		516.9447	516.9447	7.0700e-003		517.0931

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000			0.0000			0.0000
Off-Road	1.1872	14.1422	6.5762	0.0109		0.6650	0.6650		0.6118	0.6118	0.0000	1,159.6269	1,159.6269	0.3427		1,166.8232
Total	1.1872	14.1422	6.5762	0.0109	0.0000	0.6650	0.6650	0.0000	0.6118	0.6118	0.0000	1,159.6269	1,159.6269	0.3427		1,166.8232

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0211	0.0276	0.3343	6.8000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		60.9519	60.9519	3.1600e-003		61.0183
Total	0.1574	2.1641	1.7137	5.1200e-003	0.1604	0.0403	0.2007	0.0434	0.0371	0.0805		516.9447	516.9447	7.0700e-003		517.0931

3.3 Microtunneling - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442		2,217.7721	2,217.7721	0.5252		2,228.8009
Total	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442		2,217.7721	2,217.7721	0.5252		2,228.8009

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0716	0.8692	1.7700e-003	0.1453	1.1300e-003	0.1464	0.0385	1.0300e-003	0.0396		158.4750	158.4750	8.2200e-003		158.6476
Total	0.1912	2.2082	2.2486	6.2100e-003	0.2498	0.0410	0.2908	0.0672	0.0377	0.1049		614.4678	614.4678	0.0121		614.7224

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442	0.0000	2,217.7721	2,217.7721	0.5252		2,228.8009
Total	2.8298	20.4255	15.1968	0.0227		1.3995	1.3995		1.3442	1.3442	0.0000	2,217.7721	2,217.7721	0.5252		2,228.8009

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0716	0.8692	1.7700e-003	0.1453	1.1300e-003	0.1464	0.0385	1.0300e-003	0.0396		158.4750	158.4750	8.2200e-003		158.6476
Total	0.1912	2.2082	2.2486	6.2100e-003	0.2498	0.0410	0.2908	0.0672	0.0377	0.1049		614.4678	614.4678	0.0121		614.7224

3.4 Pipeline Connections - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553		331.0651	331.0651	0.0978		333.1196
Total	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553		331.0651	331.0651	0.0978		333.1196

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0219	0.2248	0.2374	4.3000e-004	0.0125	4.2900e-003	0.0168	3.5600e-003	3.9400e-003	7.5000e-003		44.4385	44.4385	3.9000e-004		44.4467
Worker	0.0211	0.0276	0.3343	6.8000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		60.9519	60.9519	3.1600e-003		61.0183
Total	0.1793	2.3888	1.9511	5.5500e-003	0.1729	0.0446	0.2175	0.0470	0.0410	0.0880		561.3832	561.3832	7.4600e-003		561.5398

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553	0.0000	331.0651	331.0651	0.0978		333.1196
Total	0.3685	3.5326	2.4226	3.1200e-003		0.2775	0.2775		0.2553	0.2553	0.0000	331.0651	331.0651	0.0978		333.1196

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1363	2.1365	1.3794	4.4400e-003	0.1045	0.0399	0.1444	0.0286	0.0367	0.0653		455.9928	455.9928	3.9100e-003		456.0748
Vendor	0.0219	0.2248	0.2374	4.3000e-004	0.0125	4.2900e-003	0.0168	3.5600e-003	3.9400e-003	7.5000e-003		44.4385	44.4385	3.9000e-004		44.4467
Worker	0.0211	0.0276	0.3343	6.8000e-004	0.0559	4.3000e-004	0.0563	0.0148	4.0000e-004	0.0152		60.9519	60.9519	3.1600e-003		61.0183
Total	0.1793	2.3888	1.9511	5.5500e-003	0.1729	0.0446	0.2175	0.0470	0.0410	0.0880		561.3832	561.3832	7.4600e-003		561.5398

MNWD ETM
Orange County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	1.00	User Defined Unit	0.20	6,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	30
Climate Zone	8	Operational Year	N/A		
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Land Use - Less than 1 acre

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2014	0.0364	0.3331	0.2243	3.9000e-004	4.1300e-003	0.0182	0.0223	1.1200e-003	0.0172	0.0183	0.0000	35.8586	35.8586	6.6600e-003	0.0000	35.9984
Total	0.0364	0.3331	0.2243	3.9000e-004	4.1300e-003	0.0182	0.0223	1.1200e-003	0.0172	0.0183	0.0000	35.8586	35.8586	6.6600e-003	0.0000	35.9984

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2014	0.0364	0.3331	0.2243	3.9000e-004	4.1300e-003	0.0182	0.0223	1.1200e-003	0.0172	0.0183	0.0000	35.8586	35.8586	6.6600e-003	0.0000	35.9984
Total	0.0364	0.3331	0.2243	3.9000e-004	4.1300e-003	0.0182	0.0223	1.1200e-003	0.0172	0.0183	0.0000	35.8586	35.8586	6.6600e-003	0.0000	35.9984

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Pit Construction	Grading	11/1/2014	11/21/2014	5	15	
2	Microtunneling	Trenching	11/22/2014	12/12/2014	5	15	
3	Pipeline Connections	Building Construction	12/13/2014	12/31/2014	5	13	

Offroad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Pit Construction	Excavators	1	8.00	162	0.38
Pit Construction	Cranes	1	8.00	226	0.29
Microtunneling	Bore/Drill Rigs	1	8.00	75	0.50
Microtunneling	Excavators	1	8.00	162	0.38
Microtunneling	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Microtunneling	Pumps	1	8.00	84	0.74
Microtunneling	Pumps	1	8.00	50	0.74
Pipeline Connections	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Pipeline Connections	1	5.00	2.00	78.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Pit Construction	2	5.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Microtunneling	5	13.00	0.00	90.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Pit Construction - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.9000e-003	0.1061	0.0493	8.0000e-005		4.9900e-003	4.9900e-003		4.5900e-003	4.5900e-003	0.0000	7.8900	7.8900	2.3300e-003	0.0000	7.9389
Total	8.9000e-003	0.1061	0.0493	8.0000e-005	0.0000	4.9900e-003	4.9900e-003	0.0000	4.5900e-003	4.5900e-003	0.0000	7.8900	7.8900	2.3300e-003	0.0000	7.9389

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0700e-003	0.0169	0.0114	3.0000e-005	7.7000e-004	3.0000e-004	1.0700e-003	2.1000e-004	2.8000e-004	4.9000e-004	0.0000	3.0994	3.0994	3.0000e-005	0.0000	3.1000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	2.3000e-004	2.4200e-003	0.0000	4.1000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3987	0.3987	2.0000e-005	0.0000	0.3991
Total	1.2300e-003	0.0171	0.0138	3.0000e-005	1.1800e-003	3.0000e-004	1.4800e-003	3.2000e-004	2.8000e-004	6.0000e-004	0.0000	3.4981	3.4981	5.0000e-005	0.0000	3.4991

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.9000e-003	0.1061	0.0493	8.0000e-005		4.9900e-003	4.9900e-003		4.5900e-003	4.5900e-003	0.0000	7.8900	7.8900	2.3300e-003	0.0000	7.9389
Total	8.9000e-003	0.1061	0.0493	8.0000e-005	0.0000	4.9900e-003	4.9900e-003	0.0000	4.5900e-003	4.5900e-003	0.0000	7.8900	7.8900	2.3300e-003	0.0000	7.9389

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0700e-003	0.0169	0.0114	3.0000e-005	7.7000e-004	3.0000e-004	1.0700e-003	2.1000e-004	2.8000e-004	4.9000e-004	0.0000	3.0994	3.0994	3.0000e-005	0.0000	3.1000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	2.3000e-004	2.4200e-003	0.0000	4.1000e-004	0.0000	4.1000e-004	1.1000e-004	0.0000	1.1000e-004	0.0000	0.3987	0.3987	2.0000e-005	0.0000	0.3991
Total	1.2300e-003	0.0171	0.0138	3.0000e-005	1.1800e-003	3.0000e-004	1.4800e-003	3.2000e-004	2.8000e-004	6.0000e-004	0.0000	3.4981	3.4981	5.0000e-005	0.0000	3.4991

3.3 Microtunneling - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0212	0.1532	0.1140	1.7000e-004		0.0105	0.0105		0.0101	0.0101	0.0000	15.0895	15.0895	3.5700e-003	0.0000	15.1645
Total	0.0212	0.1532	0.1140	1.7000e-004		0.0105	0.0105		0.0101	0.0101	0.0000	15.0895	15.0895	3.5700e-003	0.0000	15.1645

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0700e-003	0.0169	0.0114	3.0000e-005	7.7000e-004	3.0000e-004	1.0700e-003	2.1000e-004	2.8000e-004	4.9000e-004	0.0000	3.0994	3.0994	3.0000e-005	0.0000	3.1000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	6.1000e-004	6.2900e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	1.0366	1.0366	6.0000e-005	0.0000	1.0378
Total	1.4800e-003	0.0175	0.0177	4.0000e-005	1.8400e-003	3.1000e-004	2.1500e-003	4.9000e-004	2.9000e-004	7.8000e-004	0.0000	4.1360	4.1360	9.0000e-005	0.0000	4.1378

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0212	0.1532	0.1140	1.7000e-004		0.0105	0.0105		0.0101	0.0101	0.0000	15.0895	15.0895	3.5700e-003	0.0000	15.1645
Total	0.0212	0.1532	0.1140	1.7000e-004		0.0105	0.0105		0.0101	0.0101	0.0000	15.0895	15.0895	3.5700e-003	0.0000	15.1645

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.0700e-003	0.0169	0.0114	3.0000e-005	7.7000e-004	3.0000e-004	1.0700e-003	2.1000e-004	2.8000e-004	4.9000e-004	0.0000	3.0994	3.0994	3.0000e-005	0.0000	3.1000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.1000e-004	6.1000e-004	6.2900e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	1.0366	1.0366	6.0000e-005	0.0000	1.0378
Total	1.4800e-003	0.0175	0.0177	4.0000e-005	1.8400e-003	3.1000e-004	2.1500e-003	4.9000e-004	2.9000e-004	7.8000e-004	0.0000	4.1360	4.1360	9.0000e-005	0.0000	4.1378

3.4 Pipeline Connections - 2014

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	2.4000e-003	0.0230	0.0158	2.0000e-005		1.8000e-003	1.8000e-003		1.6600e-003	1.6600e-003	0.0000	1.9522	1.9522	5.8000e-004	0.0000	1.9643
Total	2.4000e-003	0.0230	0.0158	2.0000e-005		1.8000e-003	1.8000e-003		1.6600e-003	1.6600e-003	0.0000	1.9522	1.9522	5.8000e-004	0.0000	1.9643

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	9.3000e-004	0.0146	9.8700e-003	3.0000e-005	6.7000e-004	2.6000e-004	9.3000e-004	1.8000e-004	2.4000e-004	4.2000e-004	0.0000	2.6862	2.6862	2.0000e-005	0.0000	2.6867
Vendor	1.5000e-004	1.5300e-003	1.7600e-003	0.0000	8.0000e-005	3.0000e-005	1.1000e-004	2.0000e-005	3.0000e-005	5.0000e-005	0.0000	0.2611	0.2611	0.0000	0.0000	0.2612
Worker	1.4000e-004	2.0000e-004	2.1000e-003	0.0000	3.6000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3455	0.3455	2.0000e-005	0.0000	0.3459
Total	1.2200e-003	0.0164	0.0137	3.0000e-005	1.1100e-003	2.9000e-004	1.4000e-003	2.9000e-004	2.7000e-004	5.7000e-004	0.0000	3.2928	3.2928	4.0000e-005	0.0000	3.2938

-123-

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	2.4000e-003	0.0230	0.0158	2.0000e-005		1.8000e-003	1.8000e-003		1.6600e-003	1.6600e-003	0.0000	1.9522	1.9522	5.8000e-004	0.0000	1.9643
Total	2.4000e-003	0.0230	0.0158	2.0000e-005		1.8000e-003	1.8000e-003		1.6600e-003	1.6600e-003	0.0000	1.9522	1.9522	5.8000e-004	0.0000	1.9643

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	9.3000e-004	0.0146	9.8700e-003	3.0000e-005	6.7000e-004	2.6000e-004	9.3000e-004	1.8000e-004	2.4000e-004	4.2000e-004	0.0000	2.6862	2.6862	2.0000e-005	0.0000	2.6867
Vendor	1.5000e-004	1.5300e-003	1.7600e-003	0.0000	8.0000e-005	3.0000e-005	1.1000e-004	2.0000e-005	3.0000e-005	5.0000e-005	0.0000	0.2611	0.2611	0.0000	0.0000	0.2612
Worker	1.4000e-004	2.0000e-004	2.1000e-003	0.0000	3.6000e-004	0.0000	3.6000e-004	9.0000e-005	0.0000	1.0000e-004	0.0000	0.3455	0.3455	2.0000e-005	0.0000	0.3459
Total	1.2200e-003	0.0164	0.0137	3.0000e-005	1.1100e-003	2.9000e-004	1.4000e-003	2.9000e-004	2.7000e-004	5.7000e-004	0.0000	3.2928	3.2928	4.0000e-005	0.0000	3.2938

#4.

APPENDIX B
Biological Resources Report

#4.

December 20, 2013

7580-01

Ray Hahn
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, California 92607

***Subject: Moulton Niguel Water District ETM Replacement at San Juan Creek,
San Juan Capistrano, California***

Dear Mr. Hahn:

This letter documents the results of a biological resources reconnaissance survey and impact assessment conducted by Dudek for the Moulton Niguel Water District's (MNWD) Effluent Transmission Main (ETM) Replacement at San Juan Creek Project (project site) located in San Juan Capistrano, Orange County, California. The project proposes the replacement of an existing 30-inch Plant 3A ETM that crosses San Juan Creek with a pipeline that would be constructed at a depth necessary to protect the pipeline from short and long-term scour and erosion. The pipeline will be constructed using trenchless methods which will significantly reduce environmental impacts to the creek.

A study, design, and environmental evaluation (which included a jurisdictional delineation) of a sheet pile protection wall for the ETM just downstream of the existing pipe was prepared in 2010 and was then cancelled due to environmental and permitting issues (HDR 2010). The results of the biological reconnaissance survey discussed in this letter serve to update and verify a biological survey and jurisdictional delineation conducted by HDR Engineering, Inc. in 2010 for the project site.

PROJECT LOCATION AND EXISTING CONDITIONS

The project site is located at San Juan Creek from San Juan Creek Trail, in the vicinity of Paseo Toscano easterly under the creek to Calle Perfecto in the City of San Juan Capistrano (Figure 1). The project site lies within the U.S. Geological Survey (USGS) 7.5-minute map, San Juan Capistrano Quadrangle, Section 12, Township 8 South, Range 8 West. Elevation on the project site ranges from 50 to 62 feet above sea level. The project site is located approximately 1,000 feet downstream of the confluence of San Juan Creek and Trabuco Creek and is surrounded by commercial and industrial uses to the south and by residential uses to the north (Figure 2).

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*Subject: Moulton Niguel Water District ETM Replacement at San Juan Creek,
San Juan Capistrano, California*

The project site is located within and adjacent to San Juan Creek channel. The creek channel has a sandy river wash substrate bottom with a cement-lined bank of 25 feet at a slope of 45 degrees. It is dominated by an open water channel with sparse vegetation throughout and areas of rock riprap and sand. Vegetation present within the flood control channel includes small patches of mustard (*Brassica geniculata*), mulefat (*Baccharis salicifolia*), red brome (*Bromus madritensis*), barley (*Hordeum* sp.), tamarisk (*Tamarix* sp.), black willow (*Salix gooddingii*), and cattails (*Typha* sp.). Vegetation within the remainder of the project site is predominantly ornamental and includes eucalyptus (*Eucalyptus* sp.), California fan palm (*Washingtonia filifera*) California pepper tree (*Schinus molle*), hottontot fig (*Carpobrotus edulis*), and California sycamore (*Platanus racemosa*).

METHODS

Dudek biologist Karen Mullen, Ph.D. conducted a biological reconnaissance survey including vegetation communities mapping of the project site between the hours of 1130 and 1330 on December 5, 2013. This survey also served to verify the jurisdictional wetlands delineation conducted by HDR Engineering, Inc. in 2010. Environmental conditions included sunny skies with 10–20% cloud cover, winds ranging from three to five miles per hour and air temperatures ranging from of 63–67 degrees Fahrenheit.

The general survey and vegetation mapping was conducted by walking transects within the project limit of work and a 300-foot buffer. Potential wildlife use of the site was determined by known habitat preferences of local species and knowledge of their relative distributions in the area. Wildlife species detected during the field survey by sight, vocalizations, burrows, tracks, scat, or other sign were recorded.

Vegetation communities were mapped in the field directly into a 100-scale (1 inch = 100 feet) aerial photograph of the project site. Native plant community classifications used in this report follow the Habitat Classification System for Orange County (Gray and Bramlet 1992).

RESULTS

Two vegetation communities/land cover types occur on the project site: flood control channel and developed land (Figure 3). The flood control channel is characterized by an intermittent stream channel that is barren or sparsely vegetated; it is regulated by CDFW pursuant to Section 1602 of the California Fish and Game Code and by ACOE pursuant to Section 404 of the federal Clean Water Act. No jurisdictional wetlands were identified within the channel due to the lack of any areas with a predominance (i.e., greater than 50% cover) of hydrophytic vegetation. On the project site, the area mapped as flood control channel is largely unvegetated due to scour from

Mr. Ray Hahn

*Subject: Moulton Niguel Water District ETM Replacement at San Juan Creek,
San Juan Capistrano, California*

intermittent flow events. Developed land describes areas occupied by structures, paving, and other impermeable surfaces that cannot support vegetation or habitat for wildlife. Within the project site, developed land use type includes the San Juan Creek bike trail, and residential, commercial, and industrial development with associated paving. This land cover also includes associated ornamental plantings.

This survey concurred with the results of the jurisdiction wetland delineation conducted by HDR Engineering, Inc. (2010). That report concluded that the project site contained Waters of the U.S., under the jurisdiction of the U.S. Army Corp of Engineers (ACOE) extending across the bottom of the channel and a jurisdictional streambed, under the jurisdiction of the California Department of Fish and Wildlife (CDFW) extending across the channel from the top of the channel banks (Figure 3).

Wildlife species detected include mallard (*Anas platyrhynchos*), mourning dove (*Zenaida macroura*), rock pigeon (*Columba livia*), black phoebe (*Sayornis nigricans*), house finch (*Carpodacus mexicanus*), killdeer (*Charadrius vociferus*), and Anna's hummingbird (*Calypte anna*).

No special-status plant or wildlife species were detected during the biological reconnaissance of the project site and based on site conditions. Dudek completed a review of US Fish and Wildlife Service occurrence data and the California Native Diversity Database (CNDDDB) to identify potential special-status species that have been document in the vicinity of the project (USFWS 2013, CDFW 2013). Special-status species known to occur in the area include two plants: white rabbit-tobacco (*Pseudognaphalium leucocephalum*), which is not state or federally listed, but has a California Rare Plant Rank (CRPR) of 2B.2 and Coulter's saltbush (*Atriplex coulteri*), which is also not state or federally listed, but as a CRPR of 1B.2. These plants are both a perennial herbs that would have been detected during the survey of the site and are therefore considered absent from the project area. Several special-status wildlife species are known to occur in the area: the federally listed threatened coastal California gnatcatcher (*Polioptila californica californica*), state and federally listed endangered least Bell's vireo (*Vireo belli pusillus*), state species of special concern coast horned lizard (*Phrynosoma blainvillii*), federally listed endangered arroyo toad (*Anaxyrus californicus*), state species of special concern (*Arroyo chub*), federally listed tidewater goby (*Eucyclogobius newberryi*), and the federally listed endangered southern steelhead trout (*Oncorhynchus mykiss irideus*). All federally listed species above are also state species of special concern. The project site is also designated critical habitat for steelhead trout. There is no suitable habitat within the project area for coastal California gnatcatcher, least Bell's vireo, coast horned lizard, or arroyo toad. The occurrences of tidewater goby are listed as being extirpated from this area. These species are therefore considered absent from the project area. There is potential for arroyo chub and southern steelhead trout to seasonally occur within the flood control channel.

Mr. Ray Hahn

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San Juan Capistrano, California*

RECOMMENDATIONS

All construction activities associated with the proposed project would occur within developed areas with no direct impact to the flood control channel (i.e., no discharge of fill or alteration of the streambed). Therefore no permits from the ACOE or Regional Water Quality Control Board, pursuant to the federal Clean Water Act or CDFW pursuant to the Fish and Game Code, would be required. Also, since there are no direct impacts to designated critical habitat for southern steelhead trout, a Section 7 consultation between the federal funding agency and the National Marine Fisheries Service (NMFS) would not be required.

Ornamental trees within the developed areas around the project site have a moderate potential to support nesting bird species. To avoid potential impacts to nesting birds protected under the Migratory Bird Treaty Act (MBTA), Dudek recommends that construction occur outside of the avian nesting season (February 15–August 31), if feasible. If construction occurs during the nesting season, a single visit nesting bird survey should be conducted by a qualified biologist within 72 hours prior to construction to avoid potential impacts to actively nesting birds protected under the MBTA. If an active nest is present a suitable buffer zone will be recommended based on the species and specific nest location, and all impacts within the buffer zone must be placed on hold until the nest is no longer active.

Although the project does not include any direct impacts to the flood control channel, microtunneling may result in acoustic and/or vibratory effects within the channel. These effects would not have a significant effect on potential arroyo chub occurrence, but may disrupt southern steelhead trout migration within the project and an approximately 300-meter (1,000 linear feet) area upstream and downstream of the project. In order to avoid potential adverse effects on southern steelhead trout migration, it is recommended that no construction adjacent to and beneath the flood control channel occur between January 1 and May 31, the southern steelhead trout migration period, if feasibly. If construction is planned during this period, focused surveys and monitoring for southern steelhead trout are recommended.

If construction begins prior to January 1 and will extend into the steelhead trout migration period, focused steelhead trout surveys should be conducted in addition to trout monitoring discussed below. If construction begins between January 1 and May 31, focused surveys should begin approximately two weeks prior to the start of construction. Focused steelhead trout surveys should include two dawn and two dusk surveys separated in time by at least one week. Focused surveys are broken into two 4-hour blocks, the first occurring 30 minutes before sunrise and the second occurring 3.5 hours before sunset to gather data during the most likely times of steelhead trout migration. Surveys consist of walking diagonal transects

Mr. Ray Hahn

*Subject: Moulton Niguel Water District ETM Replacement at San Juan Creek,
San Juan Capistrano, California*

within the streambed from downstream to upstream while visually checking all flowing water, deep pools, cut banks, and vegetation overhangs for steelhead trout. Small dip nets are used to verify the identity of small fish encountered during the survey.

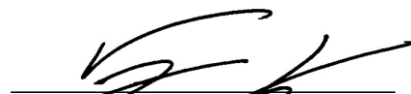
When no precipitation, or less than 1.0 inch of precipitation is recorded within the San Juan Creek watershed within a 24 hour period, then a “Non-precipitation” monitoring protocol should be conducted. Monitoring surveys should occur between approximately 6:30am and 8:00am each day that construction activity is planned. Monitoring surveys consists of walking diagonal bank to bank transects starting 500 feet downstream from the project area and continuing to a point 500 feet upstream from the project area to search for schools of fish. Binoculars should be used to identify shore bird activity which is often associated with the presence of fish. When fish are observed, the species, school size, and location were noted.

When rain events resulted in the precipitation of one inch or more in any one day, then a “Precipitation” monitoring protocol should be conducted. Monitoring surveys will begin around 6:30 am and would continue throughout the entire construction period each day. The precipitation protocol should be continued for one week subsequent to a one-inch rain event. If conducting monitoring surveys within the channel is determined to be unsafe due to high flows, an alternate survey protocol consisting of walking along the dry portions of the streambed within the channel, avoiding areas where safety is a concern, and walking along the upper banks of the flood channel while using binoculars to survey fast moving water for adult Steelhead Trout.

If steelhead trout are detected during any of the pre-construction surveys or monitoring, work should be halted until trout are no longer detected within the work area and associated buffer. Adherence to these protocols will ensure that construction has no adverse effect on steelhead trout.

If there are any questions regarding the contents of this letter please contact Dudek project manager Shawn Shamlou at 760.942.5147.

Sincerely,



Vipul Joshi
Senior Biologist

Att.: Figures 1-3

cc: Shawn Shamlou, Dudek

Mr. Ray Hahn

*Subject: Moulton Niguel Water District ETM Replacement at San Juan Creek,
San Juan Capistrano, California*

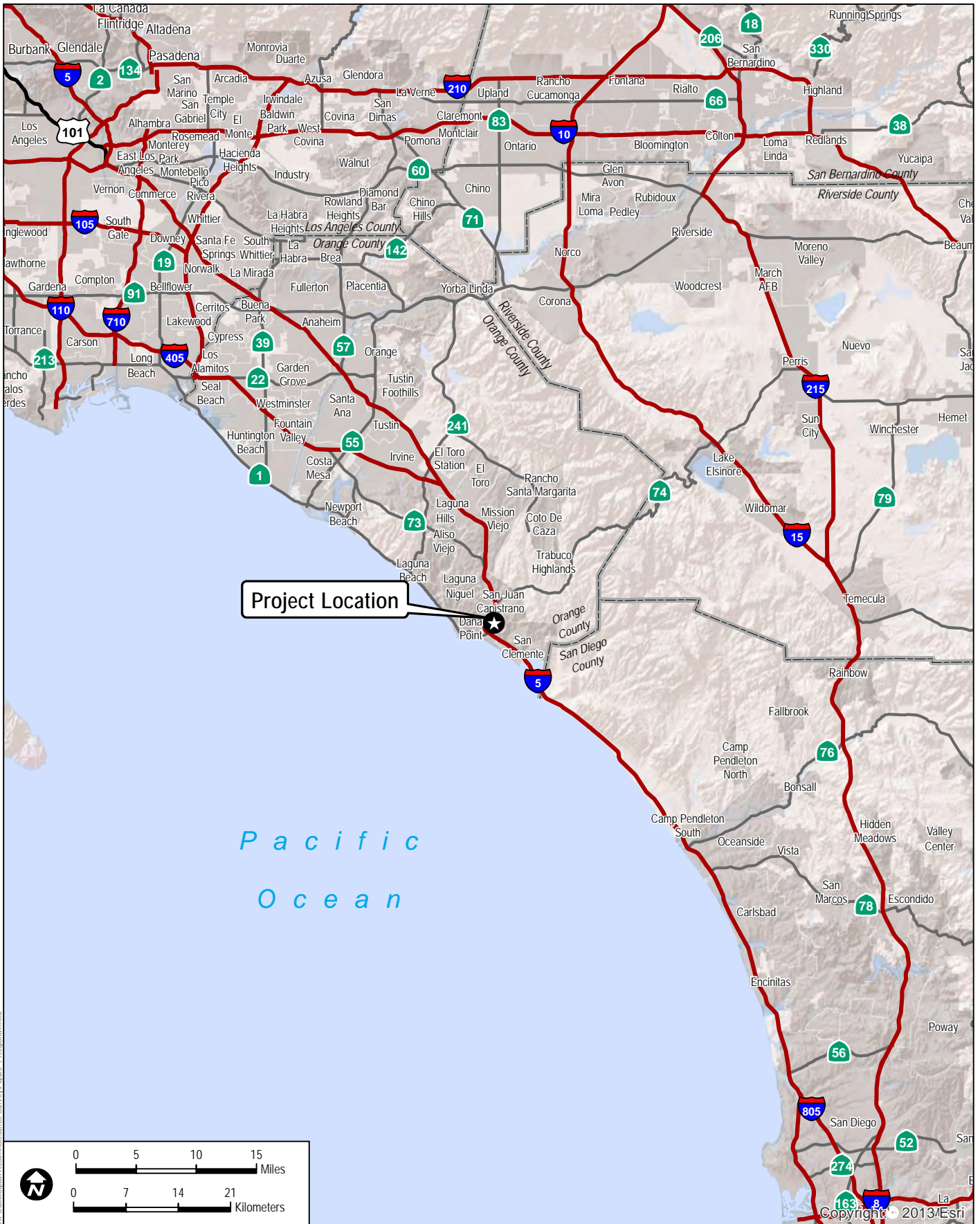
LITEATURE CITED

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Project Location

Pacific
Ocean

DUDEK

7580

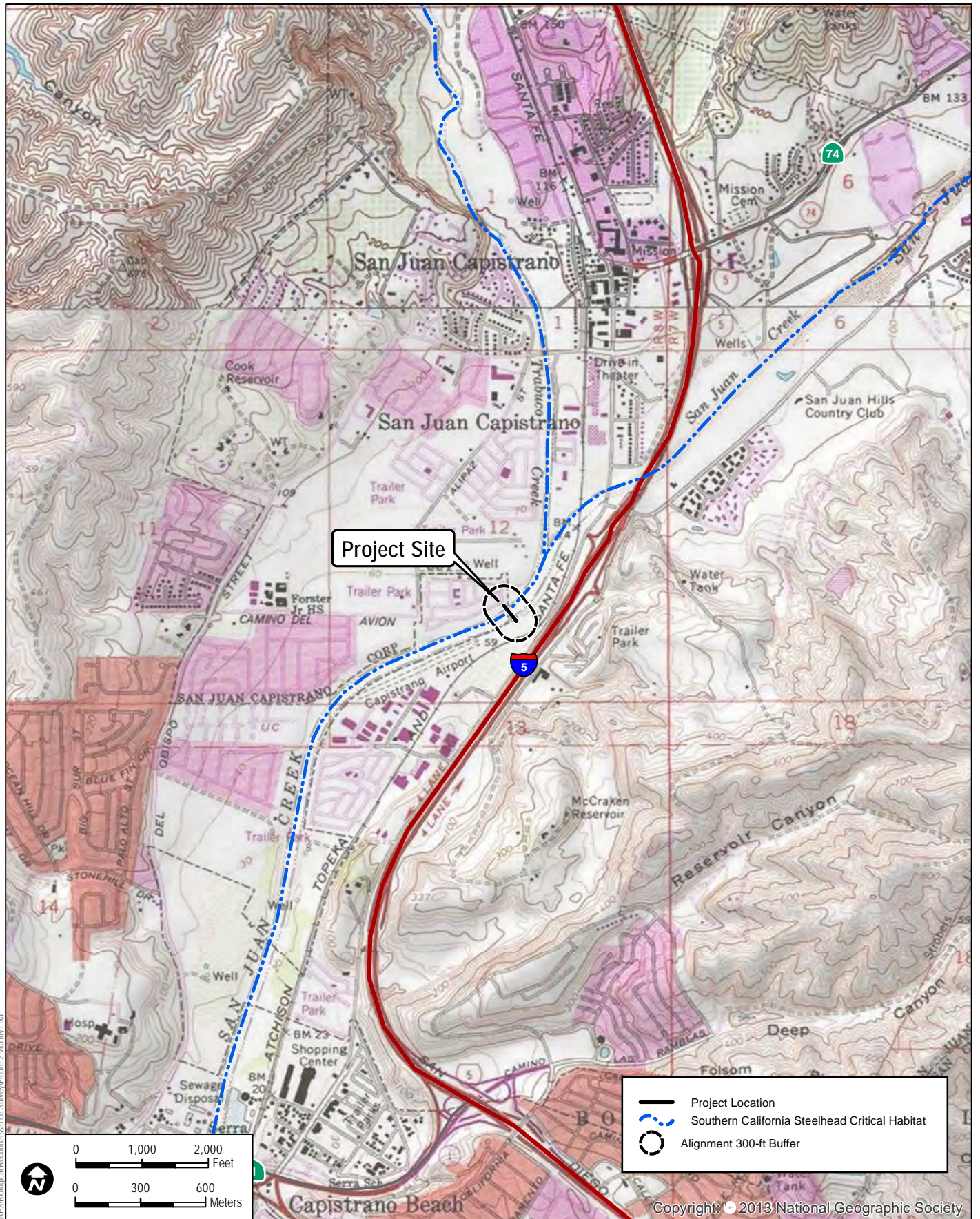
DECEMBER 2013

Moulton Niguel Water District ETM Replacement at San Juan Creek

FIGURE 1
Regional Map

Biological Reconnaissance Survey

Z:\Projects\758001\MAP\DOC\MAPS\Biological Reconnaissance Survey\Figure 1 Regional.mxd



	Project Location
	Southern California Steelhead Critical Habitat
	Alignment 300-ft Buffer

Copyright: © 2013 National Geographic Society

DUDEK

SOURCE: USGS 7.5-Minute Series Dana Point Quadrangles. Steelhead Critical Habitat: NOAA 2005 Township 8S, Range 8W, Section 12

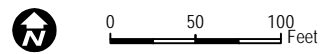
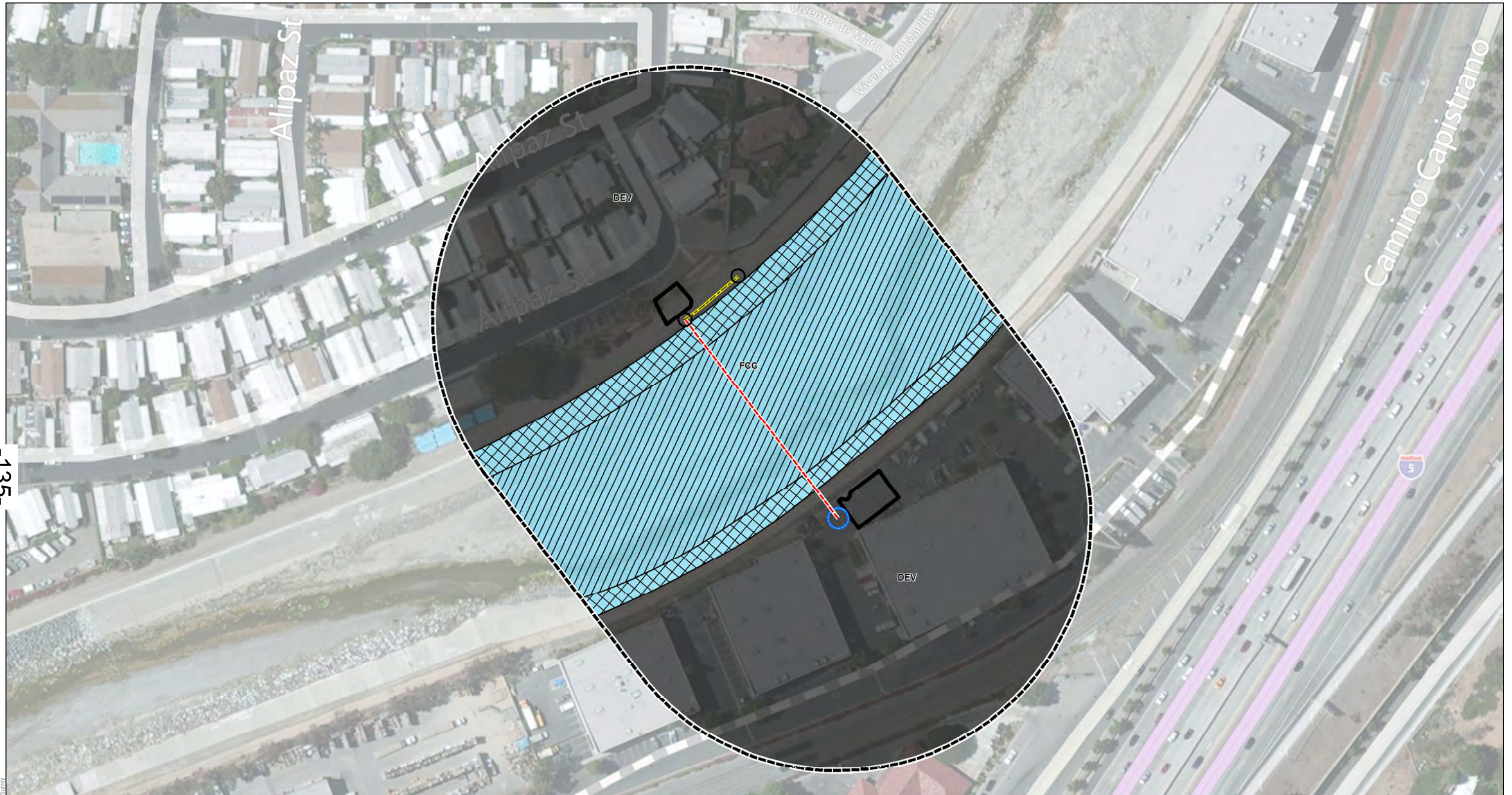
FIGURE 2
Vicinity Map

7580

DECEMBER 2013

Moulton Niguel Water District ETM Replacement at San Juan Creek

Biological Reconnaissance Survey



- Microtunnel
- Open Trench
- Receiving Pits
- Jacking Pit
- Alignment 300-ft Buffer
- Staging Areas
- Vegetation Communities**
- DEV = Developed
- FCC = Flood Control Channel
- Jurisdictional Determination**
- Army Corps of Engineers
- California Department of Fish and Wildlife

APPENDIX C
Cultural Resources Report

#4.

December 15, 2013

7580

Mr. Ray Hahn
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project, Orange County, California

Dear Mr. Hahn:

This letter documents the cultural resources records review conducted by Dudek for the Plant 3A Effluent Transmission Main Replacement Project (project), located in San Juan Capistrano, Orange County, CA (Figure 1). The Moulton Niguel Water District (MNWD) proposes replacing a 30 inch sewer pipeline across San Juan Creek (Figure 2). Current project plans identify three potential pipeline alignment options, potential staging areas, and jacking pits. In total, the area of potential effect (APE) covers approximately 5.9 acres. Dudek performed a records search of the entire project area in order to identify cultural resources which may be impacted by the project. The current cultural resources investigation was conducted by Dudek to satisfy Federal Emergency Management Agency (FEMA) requirements to assess potential environmental impacts of the project. No cultural resources were identified within the APE. Four historic resources were identified within a 1/8th mile radius of the APE and will not be affected by the project.

PROJECT DESCRIPTION AND LOCATION

The project site is located approximately 1000 feet south of the confluence of San Juan Creek and Trabuco Creek in Township 8 South, Range 8 West, Section 12, of the Dana Point, CA 1:24,000 USGS map. A 30 inch diameter sewer pipeline is proposed to be installed via microtunneling beneath the concrete channelized San Juan Creek. The project includes four potential staging areas, jacking pits for installation and receiving of the pipe, and three potential alignments (alternates) for the pipeline. All staging and work areas are located in previously disturbed locations consisting of asphalt parking lots and the concrete banks of San Juan Creek.

#4.

Mr. Ray Hahn

Subject: *Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project*

RECORDS SEARCH

Dudek archaeologist Nicholas Hanten conducted a records search for the project area and a 1/8th mile radius surrounding the project area at the South Central Coast Information Center (SCCIC) on December 2, 2013 (Confidential Attachment A). A total of 7 previous cultural resource studies have been conducted within 1/8th mile of the project area, 4 of which have covered at least a portion of the project area (Figure 3, Appendix A). No previously recorded cultural resources were identified within the project area, and three historic period resources were identified within 1/8 mile of the project area (Figure 4, Appendix A). These three resources include a railroad (recorded under two primary numbers), and a farmhouse and associated outbuildings/structures (also recorded under two separate identifiers; see Table 1). The farmhouse and water tower (as recorded separately from the other farm components as P-30-160129), are listed on the National Register of Historic Places (NRHP); however, these resources are located well outside the APE and will not be affected by the project. The railroad has been listed as ineligible according to the site records. This resource will not be affected by the project, as it is situated some 200 feet south of the nearest project component and is protected by a fence.

Table 1. Cultural Resources Identified in the Records Search

Resource Number	Period	Location	Description	Eligibility Status According to Site Records
CA-ORA-1342	Historic	In 1/8 th mile buffer	Historic farm, including farmhouse and several outbuildings/structures	Non-contributing elements of P-30-160129
P-30-160129	Historic	In 1/8 th mile buffer	Historic farmhouse and water tower recorded as part of CA-ORA-1342.	Listed on NRHP
P-30-176663 / -176664	Historic	In 1/8 th mile buffer	Metrolink Railroad; Burlington Northern Santa Fe Railway (formerly Atchison, Topeka, and Santa Fe)	6Z: Found ineligible through survey evaluation; 6Y: Determined ineligible by consensus through Section 106

ADDITIONAL RESEARCH

Based on aerial imagery, most of the work areas on the south side of the San Juan Creek are located in parking lots which were constructed in association with numerous buildings constructed between 1994 and 2002. It is likely that this area would have been subject to mass grading, which would have destroyed any cultural resources, had they existed prior to construction. Work areas on the north side of the creek are contained within the concrete banks of the creek. As such, there is only a very low potential for the presence of cultural resources on that side of the creek.

Mr. Ray Hahn

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project

TRIBAL CORRESPONDENCE

The Native American Heritage Commission was contacted by Dudek on December 4, 2013 to request a search of the Sacred Lands File for cultural resources in the project area. NAHC records indicated that sacred lands or areas of cultural importance are located within 1/8th mile of the project area, but did not provide specific information as to the type, condition, quantity, or location of the resource(s). Letters were sent to Native American Tribes and individuals identified by the NAHC on December 5, 2013, requesting information they may have relating to cultural resources that may be impacted by the project. To date, no responses have been received.

SUMMARY AND MANAGEMENT CONSIDERATIONS

Dudek's cultural resources investigation of the project area indicates that there is low potential for the inadvertent discovery of archaeological or historic resources during ground breaking activities. No cultural resources were identified in the APE in the records search. Each of the work areas has been heavily disturbed by previous construction activities, leaving none of the areas intact. Sacred Native American cultural resources may be present in the project area, based on initial contact with the NAHC; however, no details on such resource(s) are available at this time. Additional outreach to the tribal contacts provided by the NAHC should be conducted to supplement the initial contact letters sent by Dudek. This may elicit further information relating to the nature and location of the sacred resource(s) identified by the NAHC.

If you have any questions about this report, please call me or Micah Hale at Dudek.

Respectfully Submitted,



Brad Comeau, M.Sc., RPA
Archaeologist
605 Third Street
Encinitas, CA 92024
760.479.4211 (direct)
760.213.0581 (cell)
bcomeau@dudek.com

*cc: Micah Hale, Dudek
Shawn Shamlou, Dudek*

*Att: Figure 1. Regional Map
Figure 2. Vicinity Map*

#4.

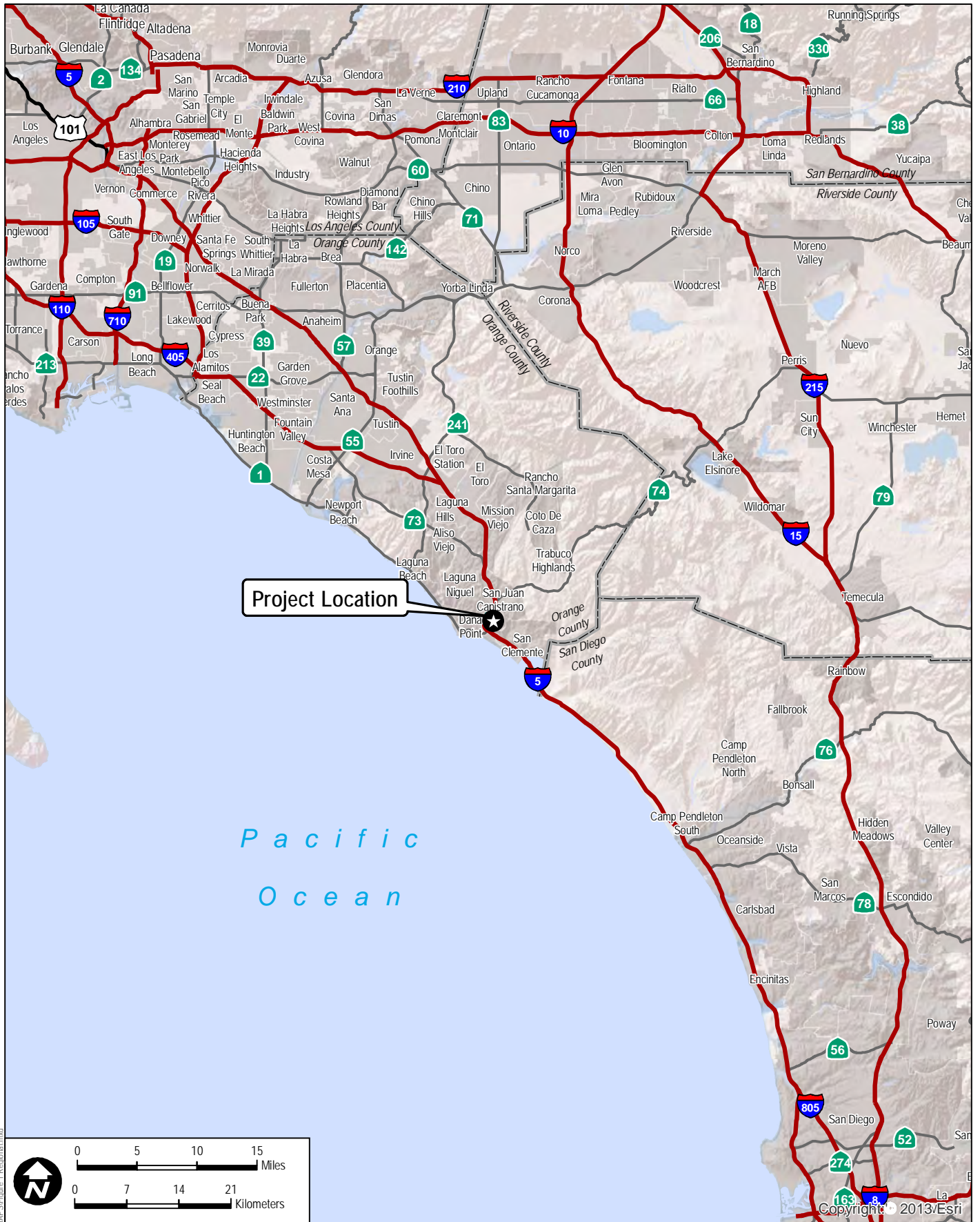
Mr. Ray Hahn

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project

Appendix A. Confidential Records Search Results

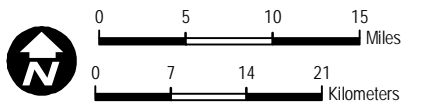
Mr. Ray Hahn

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project



Project Location

Pacific Ocean



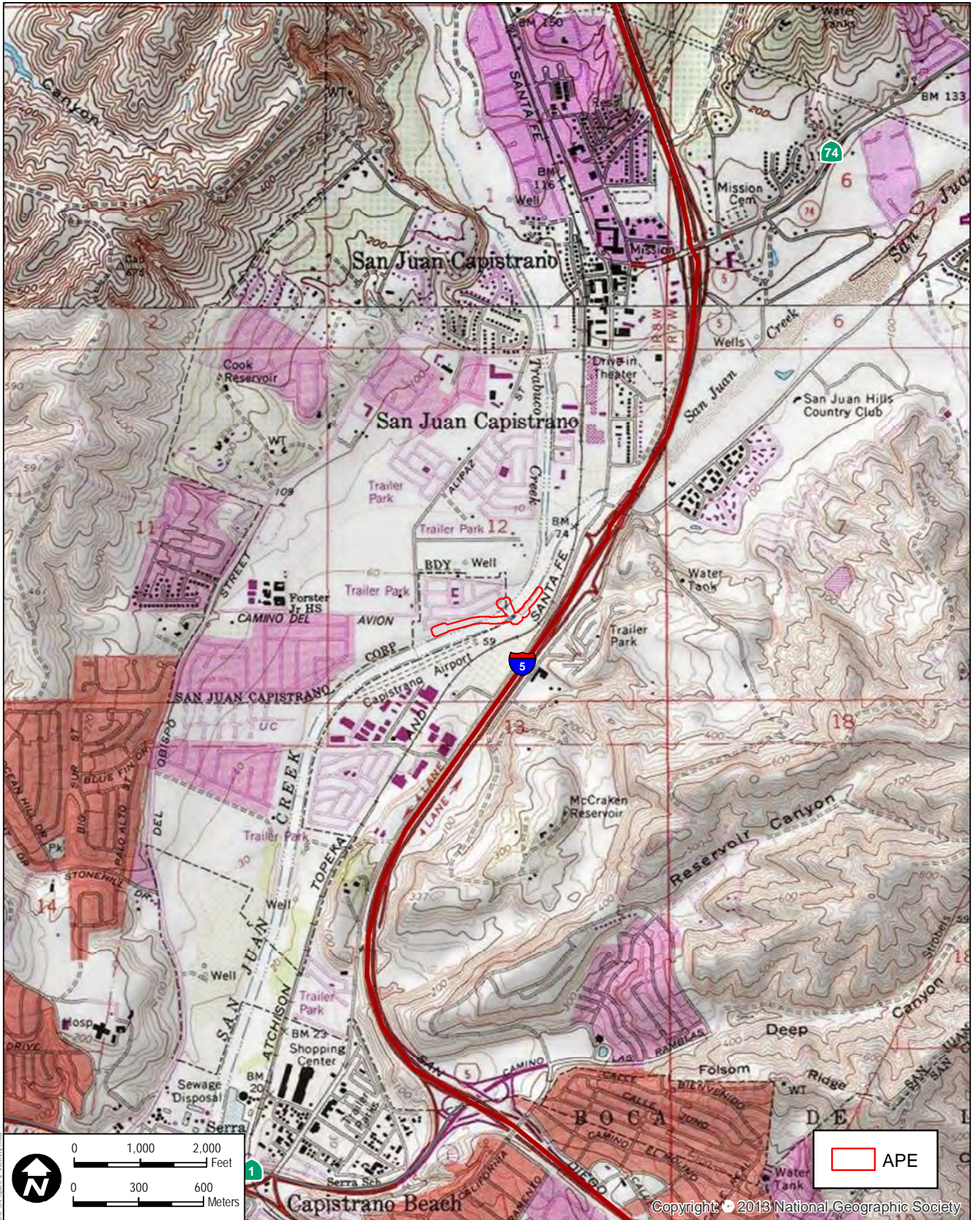
DUDEK

7580
DECEMBER 2013

FIGURE 1
Regional Map

Moulton Niguel Water District ETM Replacement at San Juan Creek

Z:\Projects\758001\MAPDOC\MAPS\Figure_1_Regionals.mxd



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DUDEK

SOURCE: USGS 7.5-Minute Series Dana Point Quadrangles.

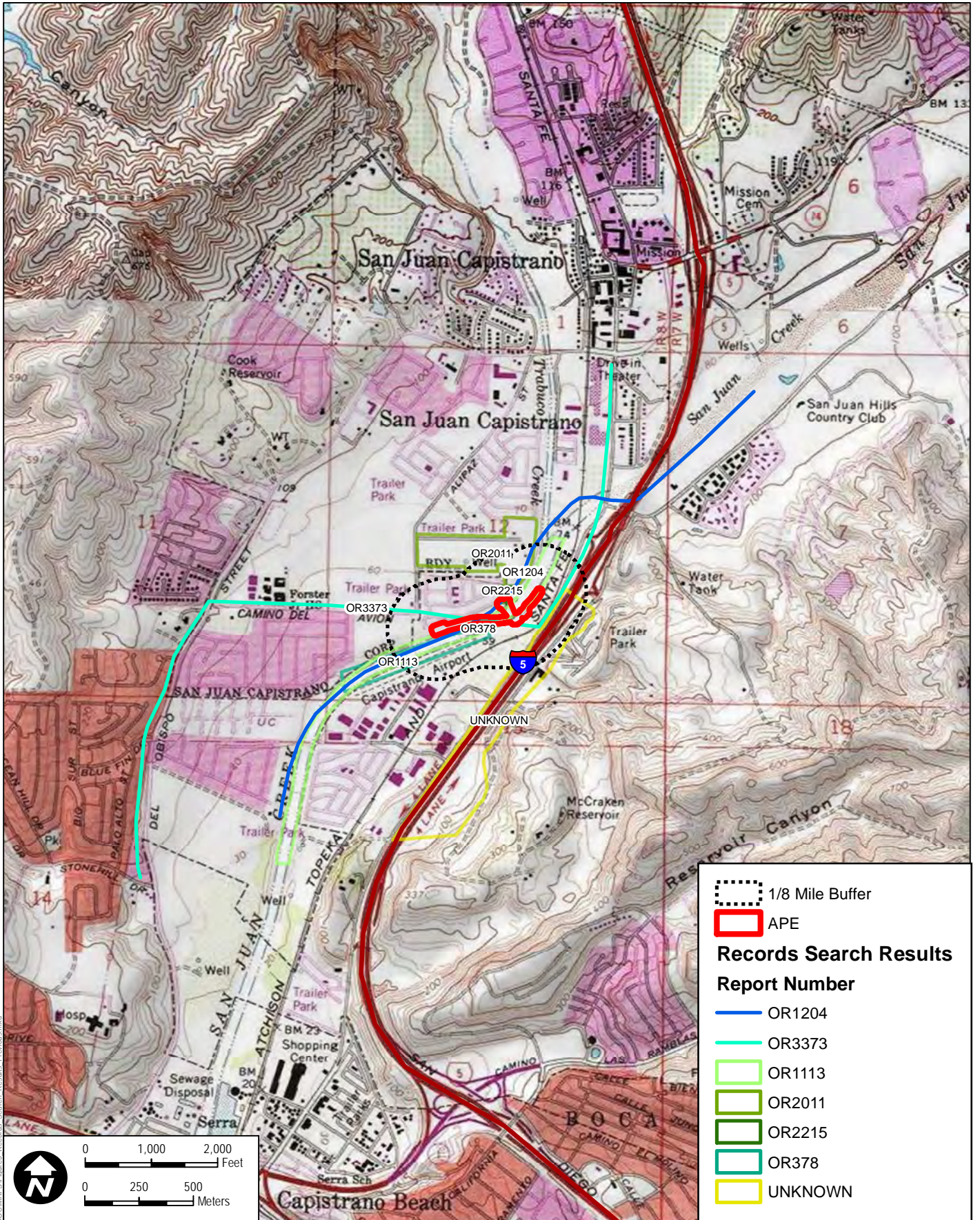
FIGURE 2
Vicinity Map

7580

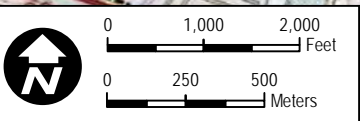
DECEMBER 2013

Moulton Niguel Water District ETM Replacement at San Juan Creek

APPENDIX A
*Confidential Records Search
and NAHC Correspondence*



Path: Z:\Projects\7518001\MAPDOC\MAPS\Figure3_Records_Search_Results_Preview.mxd



SOURCE: USGS 7.5 Minute Series Topographic Maps

- 1/8 Mile Buffer
- APE
- Records Search Results Report Number**
- OR1204
- OR3373
- OR1113
- OR2011
- OR2215
- OR378
- UNKNOWN

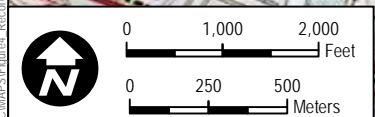
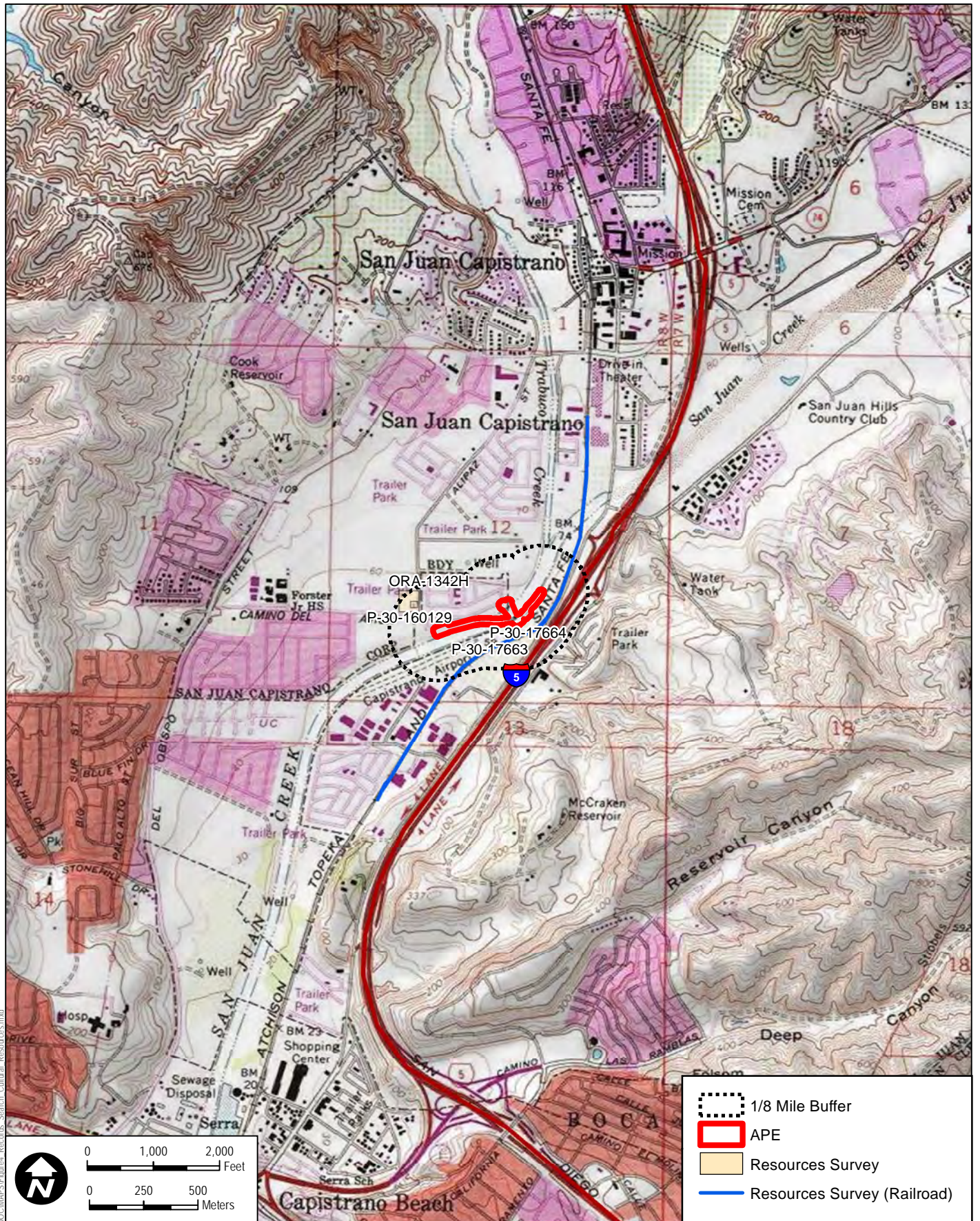
DUDEK





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MNWD

FIGURE 3
Records Search Results- Previous Studies

#4.



-  1/8 Mile Buffer
-  APE
-  Resources Survey
-  Resources Survey (Railroad)

SOURCE: USGS 7.5 Minute Series Topographic Maps

DUDEK

7580

MNWD

FIGURE 4
Records Search Results- Cultural Resources

Path: Z:\Projects\7580\01\MAPDOC\MAPS\Figure4_Records_Search_Cultural_Resources.mxd

April 2, 2014

7580

Mr. Ray Hahn
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

Subject: Native American Correspondence for the Plant 3A Effluent Transmission Main Replacement Project, Orange County, California

Dear Mr. Hahn:

Dudek recently prepared a constraints analysis for the Plant 3A Effluent Transmission Main Replacement Project (project), located in San Juan Capistrano, Orange County, CA, which included a records search to identify known resources in the project vicinity and initial outreach to contact the Native American Heritage Commission (NAHC) and local Native American Tribes. The NAHC identified a resource in their Sacred Lands File (SLF) within 1/8 mile radius of the project. At the time Dudek's constraints analysis letter was submitted, none of the Tribal contacts had responded to our request for information/comments on the project, so Dudek recommended additional outreach to those contacts to elicit more information about the resource. This letter summarizes Dudek's correspondence with those contacts regarding the project. Copies of all written contact (emails) are provided in an Appendix to this letter.

Each Tribal representative provided by the NAHC was contacted by email and/or phone based upon the contact information provided by the NAHC to follow up on the initial letters sent via regular mail. Table 1, below, provides the name, tribal affiliation, date and method of communication, and the comments received.

Of the five contacts, only three responses were received. Ms. Johnston could not be reached by email or phone; it appears the contact information provided by the NAHC is inaccurate. Ms. Romero responded on behalf of herself, Mr. David Belardes, and Ms. Perry. Ms. Romero indicated that they are aware of cultural resources in the area, but did not provide any details about said resources. She did request that an archaeological and Native American monitor be present for all ground disturbing activities associated with the project.

*Mr. Ray Hahn**Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project***Table 1. Tribal Correspondence Summary**

Name	Affiliation	Contact Information	Response Method and Date	Comments
Rebecca Robles	United Coalition to Protect Panhe (UCPP)	rebrobles1@gmail.com; 949.573.3138	Email 1/23/14 Phone and Email 2.7.14 Email 2.20.14	No Response Ms. Robles indicated that she had not had the opportunity to read and respond to the letter. Original letter was resent to Ms. Robles the same day. Ms. Robles indicated that although they do not know of a specific site at this location, the area along San Juan Creek is culturally significant as villages are often located along creeks. Ms. Robles reserves further comment until they have the opportunity to review the results of the records search and archaeological survey and requests that they be kept informed of the project going forward.
Sonia Johnston	Juaneño Band of Mission Indians	sonia.johnston@sbcglobal.com; 714.323.8312 714.998.0721	Email 1/23/14 Phone 2/7/14	Received Failed Deliver Notice to email. First phone number was a wrong number. No answer at second number; was not able to leave a voicemail.
Teresa Romero	Juaneño Band of Mission Indians Acjachemen Nation	949.488.3484	Phone 2/7/14	Phone call was not answered; left voicemail. Ms. Romero called back that day, requesting archaeological and Native American monitors be present for all ground disturbing activities. She did not provide any further details about cultural resources, other than to state that the tribe knows resources are in the area. Ms. Romero is the Cultural Resource Director for the Acjachemen Nation - her comments are considered to be the comments for Mr. Belardes and Ms. Perry also.
Joyce Perry	Juaneño Band of Mission Indians Acjachemen Nation	kaamalam@gmail.com; 949.293.8522	Email 1/23/14 Phone 2/7/14,	No response to email. Phone call was not answered; left voicemail. Ms. Perry called back 3.28.14

Mr. Ray Hahn

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project

Name	Affiliation	Contact Information	Response Method and Date	Comments
			3.28.14	indicating that she wasn't sure if she had responded yet. She stated that Ms. Romero does not speak for her or Mr. Belardes. She did indicate that the area around the creek is highly sensitive for cultural resources, but did not provide any specific information related to specific resources. She requested archaeological and Native monitors be present for all ground disturbing activities.
David Belardes	Juaneño Band of Mission Indians Acjachemen Nation	chiefdavidbelardes@yahoo.com; 949.293.8522	Email 1/23/14 Phone call 2/7/14	No response to email. Phone call was not answered; left voicemail.

Ms. Robles stated that she is not aware of any specific resources in the project area, but indicated that the area along the San Juan Creek is culturally significant, as villages were often located at the confluence of creeks. Ms. Robles stated that they reserve further comment until they have had the opportunity to review the archaeological documentation.

Ms. Perry responded by phone. She informed Dudek that Ms. Romero does not in fact speak for her or Mr. Belardes. She stated that the area around San Juan Creek is extremely sensitive for cultural resources as lots of villages are located around the creek. Ms. Perry did not provide any specific information relating to specific sites. She requested that archaeological and native American monitors be present during all ground disturbing activities.

Ms. Robles, Ms. Perry, and Ms. Romero have requested to be kept informed as the project goes through the environmental process.

SUMMARY

Additional outreach to Tribal contacts did not elicit any direct information about the cultural resource identified by the NAHC, specific resources in the project area, or resources in the surrounding area more generally. The requests to be kept informed of the project as it progresses and to have monitors during ground disturbance during project implementation are normal requests; we recommend that Native Monitors be present during ground disturbing activities in

#4.

Mr. Ray Hahn

Subject: Cultural Resources Constraints Summary for the Plant 3A Effluent Transmission Main Replacement Project

case culturally sensitive materials are discovered. Given the extensive disturbance at the jack and bore pits as discussed in the constraints analysis, it is our opinion that archaeological monitoring would not be necessary as intact archaeological deposits are highly unlikely to be discovered. Prior to initiation of ground disturbing activities, construction personnel should receive training to understand Native American cultural sensitivity in the project area and to recognize potential archaeological discoveries during construction. If you have any questions about this letter, please call me or Micah Hale at Dudek.

Respectfully Submitted,



Brad Comeau, M.Sc., RPA
Archaeologist
605 Third Street
Encinitas, CA 92024
760.479.4211 (direct)
760.213.0581 (cell)
bcomeau@dudek.com

*cc: Micah Hale, Dudek
Shawn Shamlou, Dudek
Att: Appendix A. Tribal email correspondence*

APPENDIX A
Tribal Email Correspondence

#4.

From: Brad Comeau
To: ["chiefdavidbelardes@yahoo.com"](mailto:chiefdavidbelardes@yahoo.com)
Subject: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project
Date: Thursday, January 23, 2014 3:38:00 PM

Mr. Belardes,

I am following-up on a letter I sent to you regarding the Plant 3A Effluent Transmission Main Project at San Juan Creek. The NAHC identified a resource in the Sacred Lands File near the project. I am writing to you to see if your tribe has any information, comments, or concerns related to this resource or the project in general. Please feel free to contact me by email, phone, or mail. My contact information is provided below.

Thank you,

Brad Comeau
Archaeologist
Dudek
605 Third Street
Encinitas, CA 92024
(o) 760.479.4211
(c) 760.213.0581
bcomeau@dudek.com

From: Brad Comeau
To: ["kaamalam@gmail.com"](mailto:kaamalam@gmail.com)
Subject: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project
Date: Thursday, January 23, 2014 3:37:00 PM

Ms. Perry,

I am following-up on a letter I sent to you regarding the Plant 3A Effluent Transmission Main Project at San Juan Creek. The NAHC identified a resource in the Sacred Lands File near the project. I am writing to you to see if your tribe has any information, comments, or concerns related to this resource or the project in general. Please feel free to contact me by email, phone, or mail. My contact information is provided below.

Thank you,

Brad Comeau
Archaeologist
Dudek
605 Third Street
Encinitas, CA 92024
(o) 760.479.4211
(c) 760.213.0581
bcomeau@dudek.com

#4.

From: Brad Comeau
To: ["sonia.johnston@sbcglobal.com"](mailto:sonia.johnston@sbcglobal.com)
Subject: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project
Date: Thursday, January 23, 2014 3:37:00 PM

Ms. Johnston,

I am following-up on a letter I sent to you regarding the Plant 3A Effluent Transmission Main Project at San Juan Creek. The NAHC identified a resource in the Sacred Lands File near the project. I am writing to you to see if your tribe has any information, comments, or concerns related to this resource or the project in general. Please feel free to contact me by email, phone, or mail. My contact information is provided below.

Thank you,

Brad Comeau
Archaeologist
Dudek
605 Third Street
Encinitas, CA 92024
(o) 760.479.4211
(c) 760.213.0581
bcomeau@dudek.com

#4.

From: [Rebecca Robles](#)
To: [Brad Comeau](#)
Subject: Plant 3A Effluent Transmission Main Protection at SJC Project
Date: Thursday, February 20, 2014 8:09:20 PM
Attachments: [PastedGraphic-15.pdf](#)

Rebecca Robles

United Coalition to Protect Panhe (UCPP)

119 Avenida San Fernando

San Clemente, CA 92672

February 19, 2014

Brad Comeau, MSc, RPA

Archaeologist

Re: Tribal Information Request for the Plant 3A Effluent Transmission Main Replacement Project, San Juan Capistrano, Orange County, California

Thank you for the opportunity to comment on the above mentioned project. While we do not know of a specific site, we consider the areas near or adjacent to San Juan Creek to be culturally significant. It is well known that prehistoric villages were situated at the confluence of creeks. Needless to say that we are concerned that ground disturbance caused by the proposed project has the potential to impact buried archaeological sites, as well as human remains, we reserve further comments until we have had the opportunity to review the results of a records search and archaeological survey.

State and Federal guidelines, including CEQA, provide that with respect to archaeological sites, preservation thorough avoidance is the preferred treatment. Archaeology is a destructive process and mitigation through data recovery excavations not only result in the destruction of an important part of our cultural patrimony, but it is also labor intensive and expensive. Most importantly, mitigation through data recovery excavations do not mitigate for the loss of Native American cultural values. The discovery of archaeological sites early in the planning process allows archaeological sites to be preserved through avoidance and incorporation into open space areas.

We request that you continue to keep us informed about the Project. We look forward to the results of archaeological and cultural investigations and to further participation in the environmental review process.

Sincerely,

Rebecca Robles

United Coalition to Protect Panhe

#4.

From: Brad Comeau
To: ["Rececca Robles"](#)
Subject: RE: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project
Date: Wednesday, February 19, 2014 10:56:00 AM

Hi Rebecca,

Have you had a chance to look at the letter yet?

Brad

From: Rececca Robles [mailto:rebrobles1@gmail.com]
Sent: Monday, February 10, 2014 6:28 AM
To: Brad Comeau
Subject: Re: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project

Dear Brad,
I went by the tribal office and the hard copy letter was there. I will review and send response.
Thank you,
Rebecca Robles
On Feb 7, 2014, at 1:11 PM, Brad Comeau <bcomeau@dudek.com> wrote:

Ms. Robles,

As discussed on the phone, attached is a copy of the letter I sent you previously with project information.

Brad

From: Brad Comeau
Sent: Thursday, January 23, 2014 3:39 PM
To: 'rebrobles1@gmail.com'
Subject: Plant 3A Effluent Transmission Main Protection at San Juan Creek Project

Ms. Robles,

I am following-up on a letter I sent to you regarding the Plant 3A Effluent Transmission Main Project at San Juan Creek. The NAHC identified a resource in the Sacred Lands File near the project. I am writing to you to see if your tribe has any information, comments, or concerns related to this resource or the project in general. Please feel free to contact me by email, phone, or mail. My contact information is provided below.

Thank you,

Brad Comeau
Archaeologist
Dudek

605 Third Street
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bcomeau@dudek.com

<MNWD Plant 3A project_robles.pdf>

#4.

APPENDIX D
Noise Calculations

#4.

Summary of Results - Roadway Construction Noise Model (RCNM), Version 1.1

Pit Construction Phase		Leq (dBA)
	Nearest Residents north of alignment	74.9
	Nearest Residents south of alignment	51.8
Microtunneling Phase		Leq (dBA)
	Nearest Residents north of alignment	66.9
	Nearest Residents south of alignment	55.3

Description	Impact Device	Usage(%)	Spec	Actual	Receptor	Estimated												
			Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)	Noise Limits (dBA)				Noise Limit Exceedance (dBA)							
			Day	Evening	Night	Day												
			Lmax	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq			
Excavator	No		40		80.7	0												
Dump Truck	No		40		76.5	0												
Crane	No		16		80.6	0												
Excavator	No		40		80.7	0												
Dump Truck	No		40		76.5	0												
Crane	No		16		80.6	0												
			Results															
Calculated (dBA)			Noise Limits (dBA)															
			Day				Evening				Night				Day			
Equipment	*Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax			
Excavator			-4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Dump Truck			-4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Crane			-8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Excavator			-4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Dump Truck			-4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Crane			-8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Total		0	2.8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 1/16/2014

Case Description: Microtunneling

---- Receptor #1 ----

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
N Side Nearest Rcvr	Residential	50	45	40

Description	Impact Device	Usage(%)	Equipment			Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)			
Excavator	No	40		80.7	365	0	
Dump Truck	No	40		76.5	370	0	
Backhoe	No	40		77.6	370	0	
Generator	No	50		80.6	370	0	
Pumps	No	50		80.9	375	0	
Slurry Plant	No	100		78	375	0	

Results

Equipment	Calculated (dBA)		Noise Limits (dBA)						Noise Limit Exceedance (dBA)					
	*Lmax	Leq	Day		Evening		Night		Day		Evening		Night	
			Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Excavator	63.4	59.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dump Truck	59.1	55.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Backhoe	60.2	56.2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Generator	63.2	60.2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pumps	63.4	60.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Slurry Plant	60.5	60.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	63.4	66.9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

---- Receptor #2 ----

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
S Side Nearest Rcvr	Residential	65	65	65

Description	Impact Device	Usage(%)	Equipment			Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)			
Excavator	No	40		80.7	800	5	
Dump Truck	No	40		76.5	795	5	
Backhoe	No	40		77.6	790	5	

Generator	No	50	80.6	795	5
Pumps	No	50	80.9	790	5
Slurry Plant	No	100	78	790	5

Equipment	Results														
	Calculated (dBA)				Noise Limits (dBA)				Noise Limit Exceedance (dBA)						
	*Lmax	Leq	Day	Evening	Night	Day	Evening	Night	Day	Evening	Night	Day	Evening	Night	Leq
Excavator	51.6	47.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dump Truck	47.4	43.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Backhoe	48.6	44.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Generator	51.6	48.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pumps	52	49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Slurry Plant	49	49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	52	55.3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

---- Receptor #3 ----

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
	0	0	0	0

Description	Equipment					
	Impact Device	Usage(%)	Spec	Actual	Receptor	Estimated
			Lmax (dBA)	Lmax (dBA)	Distance (feet)	Shielding (dBA)
Excavator	No	40		80.7	0	0
Dump Truck	No	40		76.5	0	0
Backhoe	No	40		77.6	0	0
Generator	No	50		80.6	0	0
Pumps	No	50		80.9	0	0
Slurry Plant	No	100		78	0	0

Equipment	Results														
	Calculated (dBA)				Noise Limits (dBA)				Noise Limit Exceedance (dBA)						
	*Lmax	Leq	Day	Evening	Night	Day	Evening	Night	Day	Evening	Night	Day	Evening	Night	Leq
Excavator			0	0	0	0	0	0	0	0	0	0	0	0	0
Dump Truck			0	0	0	0	0	0	0	0	0	0	0	0	0
Backhoe			0	0	0	0	0	0	0	0	0	0	0	0	0
Generator			0	0	0	0	0	0	0	0	0	0	0	0	0
Pumps			0	0	0	0	0	0	0	0	0	0	0	0	0
Slurry Plant			0	0	0	0	0	0	0	0	0	0	0	0	0
Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Calculated Lmax is the Loudest value.

#4.

Calculate Groundborne Vibration using FTA Noise and Vibration Manual guidance (Chapter 12)

$$L_v(D) = L_v(25 \text{ ft}) - 30 \log(D/25)$$

$$PPV_{\text{equip}} = PPV_{\text{ref}} \times (25/D)^{1.5}$$

Input			Output
Equipment	$L_{v(25)}$ (VdB)	D (feet)	L_v (VdB)
Loaded Trucks	86	75	71.7

Input			Output
Equipment	PPV_{ref} (inches/sec)	D (feet)	PPV_{equip} (inches/sec)
Loaded Trucks	0.089	75	0.017

Table 12-2. Vibration Source Levels for Construction Equipment

Equipment		PPV at 25 ft (in/sec)	Approximate L_v at 25 ft
Pile Driver (impact)	upper range	1.518	112
	typical	0.644	104
Pile Driver (sonic)	upper range	0.734	105
	typical	0.170	93
Clam shovel drop (slurry wall)		0.202	94
Hydromill (slurry wall)	in soil	0.008	66
	in rock	0.017	75
Vibratory Roller		0.210	94
Hoe Ram		0.089	87
Large bulldozer		0.089	87
Caisson drilling		0.089	87
Loaded trucks		0.076	86
Jackhammer		0.035	79
Small bulldozer		0.003	58

^r RMS velocity in decibels (VdB) re 1 micro-inch/second

12-12 Transit Noise and Vibration Impact Assessment

Table 8-1. Ground-Borne Vibration (GBV) and Ground-Borne Noise (GBN) Impact Criteria for General Assessment

Land Use Category	GBV Impact Levels (VdB re 1 micro-inch/sec)			GBN Impact Levels (dB re 20 micro Pascals)		
	Frequent Events ¹	Occasional Events ²	Infrequent Events ³	Frequent Events ¹	Occasional Events ²	Infrequent Events ³
Category 1:	65 VdB _r	65 VdB _r	65 VdB _r	N/A _r	N/A _r	N/A _r
Category 2:	72 VdB	75 VdB	80 VdB	35 dBA	38 dBA	43 dBA
Category 3:	75 VdB	78 VdB	83 VdB	40 dBA	43 dBA	48 dBA

Notes:

- "Frequent Events" is defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category.
- "Occasional Events" is defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations.
- "Infrequent Events" is defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines.
- This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes. Vibration-sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of the HVAC systems and stiffened floors.
- Vibration-sensitive equipment is generally not sensitive to ground-borne noise.

Table 8-2. Ground-Borne Vibration and Noise Impact Criteria for Special Buildings

Type of Building or Room	Ground-Borne Vibration Impact Levels (VdB re 1 micro-inch/sec)		Ground-Borne Noise Impact Levels (dB re 20 micro-Pascals)	
	Frequent ¹ Events	Occasional or Infrequent ² Events	Frequent ¹ Events	Occasional or Infrequent ² Events
Concert Halls	65 VdB	65 VdB	25 dBA	25 dBA
TV Studios	65 VdB	65 VdB	25 dBA	25 dBA
Recording Studios	65 VdB	65 VdB	25 dBA	25 dBA
Auditoriums Theaters	72 VdB	80 VdB	30 dBA	38 dBA
	72 VdB	80 VdB	35 dBA	43 dBA

Notes:

- "Frequent Events" is defined as more than 70 vibration events per day. Most rapid transit projects fall into this category. "Occasional or Infrequent Events" is defined as fewer than 70 vibration events per day. This category includes most commuter rail systems.
- If the building will rarely be occupied when the trains are operating, there is no need to consider impact. As an example, consider locating a commuter rail line next to a concert hall. If no commuter trains will operate after 7 pm, it should be rare that the trains interfere with the use of the hall.

Building Category	PPV (in/sec)	Approximate L _v [†]
I. Reinforced-concrete, steel or timber (no plaster)	0.5	102
II. Engineered concrete and masonry (no plaster)	0.3	98
III. Non-engineered timber and masonry buildings	0.2	94
IV. Buildings extremely susceptible to vibration damage	0.12	90

[†] RMS velocity in decibels (VdB) re 1

#4.

RESOLUTION NO. 14-____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MOULTON NIGUEL WATER DISTRICT APPROVING THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION, MONITORING, AND REPORTING PROGRAM FOR PLANT 3A EFFLUENT TRANSMISSION MAIN REPLACEMENT AT SAN JUAN CREEK (MNWD PROJECT 2009.115), APPROVING THE PROJECT, AND AUTHORIZING STAFF TO EXECUTE THE NOTICE OF DETERMINATION

WHEREAS, the Moulton Niguel Water District (“the District”) has proposed to construct the Plant 3A Effluent Transmission Main Replacement (“ETM”) near the San Juan Creek confluence with Trabuco Creek in order to replace an exposed reach of the ETM, which is an inverted siphon crossing underneath San Juan Creek and connecting to the Chiquita Land Outfall with an underground facility as further described in this Resolution (“Project”);

WHEREAS, the Project is planned as a 30-inch diameter, 298-foot long treated effluent pipeline, installed by way of micro-tunneling beneath the concrete channelized San Juan Creek, resulting in an underground pipeline operation, with the exception of occasional maintenance;

WHEREAS, the Project will help prevent future failure of this reach of the ETM during storm events, and increase the useful life of the pipeline reach;

WHEREAS, the Project is more particularly described in the Mitigated Negative Declaration prepared for the Project, entitled “Final Initial Study/Mitigated Negative Declaration for the Plant 3A Effluent Transmission Main Replacement (MNWD Project 2009.115)” dated July 2014 (“Final MND”), which is on-file at the District’s Administrative Office and available on request;

WHEREAS, the Final MND is incorporated in this Resolution by this reference;

WHEREAS, the District, acting as lead agency as defined in Section 21067 of the Public Resources Code, undertook the preparation of an “Initial Study” and draft mitigated negative declaration (“IS/MND”) for the Project;

WHEREAS, the District circulated the draft IS/MND, by way of a Notice of Intent to Adopt Mitigated Negative Declaration (“NOI”), for an extended public review period commencing on May 7, 2014, through and including June 6, 2014, in compliance with CEQA as set forth in Section 15105 of Title 14 of the California Code of Regulations (“CEQA Guidelines”);

#4.

WHEREAS, the draft IS/MND and NOI for the Project were circulated both to the public and affected governmental agencies for review and comment, and all comments have been received and considered;

WHEREAS, the District published the NOI in *The Orange County Register* on May 7, 2014;

WHEREAS, the Project, as set forth and described in the Final MND, includes those “Mitigation Measures” necessary to ensure the identified potentially significant environmental effects of the Project remain at less than significant levels (“Mitigation Measures”);

WHEREAS, the Final MND includes a Mitigation Monitoring and Reporting Program (“MMRP”), which is set forth in Section 5.0 of the Final MND;

WHEREAS, the District has determined based on the Initial Study, which is incorporated within the Final MND, that the potentially significant impacts resulting from the construction and operation of the Project will be reduced to a level below significance because of the Mitigation Measures that have been incorporated into the Project, and based thereon, the District has prepared the Final MND in accordance with the requirements of the California Environmental Quality Act (“CEQA”);

WHEREAS, the District’s Board of Directors (“Board”), has determined that the Final MND, along with the MMRP, are adequate, complete, and have been prepared in accordance with CEQA;

WHEREAS, the Final MND has been prepared in compliance with CEQA and reflects the Board’s independent judgment and analysis;

WHEREAS, the Board has reviewed and considered all written and oral comments made to the District in connection with the Project and the Final MND by affected governmental agencies and other interested persons and responded, as appropriate, to comments received; and

WHEREAS, the Final MND and all supporting materials, which constitute a record of these proceedings, are kept at the District’s operations offices, located at 26161 Gordon Road, Laguna Hills, California 92653, under the care and control of the Engineering Department.

NOW, THEREFORE, the Board of Directors of the Moulton Niguel Water District does hereby **RESOLVE, DETERMINE** and **ORDER** as follows:

Section 1. Each of the recitals set forth above is true and correct and incorporated in this Resolution.

Section 2. The Final MND for the Project, inclusive of the MMRP contained therein, is adequate and in compliance with CEQA.

Section 3. The Final MND reflects the Board’s independent judgment and analysis.

Section 4. The Board has considered all comments received in regard to the Project.

Section 5. The Board hereby finds that there is no substantial evidence that the Project, with the incorporated Mitigation Measures and the MMRP, will have a significant impact on the environment, based on the whole of the record before the Board including, but not limited to, the IS/MND and comments received relative to the Project and IS/MND.

Section 6. The Board hereby approves and adopts the Final MND for the Project, inclusive of the MMRP set forth therein.

Section 7. The Board hereby approves the Project.

Section 8. The Board hereby delegates authority to the District’s General Manager, or her designee, to take any action reasonably required to cause a Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse including, but not limited to, the issuance of payment of those Fish and Game fees that may be required pursuant to Fish and Game Code Section 711.4.

Section 9. The Final MND and all supporting materials, which constitute a record of these proceedings, will be kept at the District’s operations offices, located at 26161 Gordon Road, Laguna Hills, California 92653, under the care and control of the Engineering Department.

APPROVED, ADOPTED and SIGNED this 17th day of July, 2014.

MOULTON NIGUEL WATER DISTRICT

By: _____
President
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

By: _____
Secretary
MOULTON NIGUEL WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Legal Counsel - THE DISTRICT

By _____
Patricia B. Giannone

#5.

District staff has developed plans to replace the entire DIP fire pipeline. At the same time, the commercial center is in the process of redeveloping and adding new buildings within the property. This presented the District a great opportunity to address the District's system and incorporate improvements within the redevelopment project. The commercial center added an additional water main and provided connection points at La Paz Road and Moulton Parkway. This improvement gives the commercial center two pipeline feeds from the 450-zone, loops the District system to the adjacent tracts, and eliminates the fire pipeline, two easement pipelines, and a pressure reducing station. Exhibit A shows the location of the project.

DISCUSSION:

Request for bids were sent out to six qualified pipeline contractors. On June 24, 2014, the District received four sealed bids for the subject contract. The table below summarizes the received bids:

Firm	Bid
GCI Construction, Inc.	\$416,797
Paulus Engineering, Inc.	\$449,449
Kennedy Pipeline	\$536,255
Troutwein	\$656,482
Engineer's Estimate	\$396,325

Staff has determined that the lowest responsible and responsive bidder is GCI Construction, Inc. Staff has completed its review of the contract documents and has determined that they are in order.

SUMMARY OF PROJECT BUDGET:

Project No. 2012.034 La Paz/Moulton Parkway System Reconfiguration:

	Adopted Budget	Revised Budget	Expended to Date
Project Items			
Engineering Services	\$37,576	\$37,576	\$23,476
Construction	\$400,000	\$416,797	\$0
Geotechnical	\$15,000	\$20,000	\$0
Other	\$10,000	\$10,000	\$0
Contingency	\$37,424	\$45,627	\$0
Totals:	\$500,000	\$530,000	\$23,476

Attachment: Exhibit A – Location Map



Path: G:\GIS\Projects\Projects_2013\Moulton\LaPaz\CommercialCenter\Exhibit_RayMcDowell\Maps\Moulton\LaPaz\BusinessCenter_2014.mxd



- Potable Mains/Laterals
- Proposed POC Line
- Area of Abandonment
- Hydrant
- Meter



Exhibit A
Location Map
La Paz & Moulton
Potable System Reconfiguration
Project No. 2012.034



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Reimbursement Agreement with City of Mission Viejo, Project No. 2012.037

DIVISION: One

SUMMARY:

Issue: The Moulton Niguel Water District (MNWD) and the City of Mission Viejo (City) have developed a reimbursement agreement for expenses incurred by the City to relocate MNWD’s recycled water pipeline within Oso Parkway.

Recommendation: It is recommended that the Board of Directors approve the Agreement between the City of Mission Viejo and MNWD for Relocation of the District Recycled Water Pipeline within the Oso Parkway Widening, Interstate 5 to Country Club Drive Project (Agreement) subject to non-substantive changes approved by the General Manager and Legal Counsel; authorize the General Manager to execute the Agreement; and authorize the General Manager or designee to execute construction change orders up to 10% of the MNWD’s portion of the City of Mission Viejo construction contract value.

Fiscal Impact: Per the terms of the Agreement, MNWD will reimburse the City for all costs associated with the relocations. The Project No. 2012.037 is in the Capital Improvement Program with a Project Budget of \$192,000. The estimated project costs are \$244,898. \$52,898 will be transferred from the Unanticipated Projects Fund 7 to Project No. 2012.037.

BACKGROUND:

MNWD owns a 12-inch diameter recycled water pipeline in Oso Parkway installed in 2000 with an encroachment permit from the City of Mission Viejo (City). The City desires to widen Oso Parkway from the I-5 Freeway to Country Club Drive, including the bridge over Oso Creek. The City’s project will require the relocation of approximately 162 feet of MNWD’s existing 12-inch diameter recycled water pipeline and

#6.

appurtenances located within Oso Parkway (see Figure 1). Because MNWD's facility is in the City's right-of-way pursuant to an encroachment permit, MNWD is responsible for relocating the pipeline at MNWD cost. In February 2013, District staff presented the project to the Board of Directors with the recommended approach to include the pipeline replacement as a part of the City contract.

The City, through a competitive selection process, selected VA Consulting, Inc. to prepare construction plans and specification for the widening of Oso Parkway. The City offered to include the relocation of MNWD's pipeline as part of the City's construction project. Staff evaluated the proposal from VA Consulting, Inc. in the amount of \$20,660 and determine that it would be in MNWD's best interest to utilize the City's consultant to prepare construction documents for the pipeline relocation. In addition, based on historical experience, the best construction approach to the pipeline relocation is to have it as part of the overall City widening project. Therefore, staff requested that the City bid the project as part of their overall bidding process.

The City received seven bids for the widening project. CS Legacy was the low responsive bidder and was awarded the contract. MNWD's portion of the contract is \$178,238. In addition to design and construction costs, MNWD will be responsible for any pipeline associated change order costs during construction and administrative costs to the City of Mission Viejo.

DISCUSSION:

District staff has worked with the City and legal counsel to develop the attached Agreement. The Agreement was structured after various other reimbursement agreements between MNWD and other public agencies. The significant terms of the Agreement are as follows:

1. Cost responsibility – MNWD is responsible for all costs associated with the relocation of the recycled water pipeline.
2. Ownership responsibility – Upon completion of the relocation, MNWD will assume responsibility of the recycled water pipeline.
3. MNWD will be responsible for timely inspection of the recycled water pipeline installation.

SUMMARY OF PROJECT BUDGET:

Project 2012.037 Oso Parkway 12-inch Recycled Water Main Relocation:

	Adopted Budget	Proposed Budget	Expended to Date
Project Items			
Engineering Services ⁽¹⁾	\$21,000	\$20,660	\$0
Construction	\$135,000	\$178,238	\$0
Contingency	\$14,000	\$18,000	\$0
City of Mission Viejo Administration – 10%	\$14,000	\$20,000	\$0
District Labor & Other	\$8,000	\$8,000	\$0
Totals	\$192,000	\$244,898	\$0

(1) Engineering services with VA Consulting through the City of Mission Viejo contract was authorized in 2013.

Attachment:

1. Exhibit 1: Oso Parkway Recycled Water Pipeline map
2. Draft Reimbursement Agreement



Path: G:\GIS\Projects\Projects_2011\OsoPkwWideningR\WRelocation\Map\ExhibitA_OsoWidening.mxd
 GUNAHILLS
 CAM CAPISTRANO

Relocation at bridge over Oso Creek

- Recycled Waterline
- Freeway
- Cities
- District Boundary

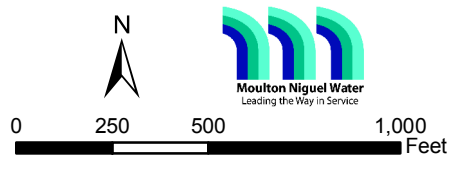


Exhibit A
Oso Widening Project
Project No. 2012.037

AGREEMENT BETWEEN CITY OF MISSION VIEJO AND MOULTON NIGUEL WATER DISTRICT FOR RELOCATION OF DISTRICT RECYCLED WATER PIPELINE WITHIN THE OSO PARKWAY WIDENING, INTERSTATE 5 TO COUNTRY CLUB DRIVE PROJECT

This Agreement, hereinafter referred to as “AGREEMENT” and dated and effective the _____ day of _____, 2014 (“Effective Date”), is by and between the **CITY OF MISSION VIEJO**, hereinafter referred to as “CITY,” and **MOULTON NIGUEL WATER DISTRICT**, hereinafter referred to as “DISTRICT.” CITY and DISTRICT are sometimes referred to in this AGREEMENT individually as “party,” or jointly as “parties.”

RECITALS

WHEREAS, CITY proposes to construct the widening of Oso Parkway from the I-5 Freeway to Country Club Drive, including the bridge over Oso Creek, hereafter referred to as “PROJECT,” and CITY confirms that it previously completed CEQA proceedings for the PROJECT that encompass utilities, including the DISTRICT’s “PIPELINE” as discussed and defined in the following Recitals;

WHEREAS, the PROJECT will require the relocation of approximately 162 feet of DISTRICT’s existing 12-inch recycled water pipeline and appurtenances located within Oso Parkway and previously installed under and pursuant to an encroachment permit, hereafter referred to as “PIPELINE.” The PIPELINE is depicted in Exhibit A to this Agreement;

WHEREAS, DISTRICT desires to relocate the PIPELINE within the extents of the PROJECT; and

WHEREAS, CITY and DISTRICT have mutually determined the best course of action is to incorporate the relocation of the PIPELINE within the PROJECT’s design and construction contracts issued by the CITY, in accordance with the terms and conditions set forth in this AGREEMENT.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

SECTION I

CITY, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTIONS II AND III HEREOF, SHALL:

1. Direct CITY's Engineer to incorporate the design of the PIPELINE into the PROJECT plans and specifications. The PIPELINE design shall meet the requirements of the DISTRICT's standard specifications and shall be subject to the approval by the DISTRICT. CITY shall obtain a request for contract amendment from CITY's Engineer for the scope and fee to prepare the design of the PIPELINE, and provide to DISTRICT for review and approval; DISTRICT's approval shall not be unreasonably withheld.
2. Include individual bid items in PROJECT plans and specifications for the relocation of the PIPELINE, including the connections to existing DISTRICT pipelines (as will be specified by DISTRICT in accordance with SECTION II. 4.), relevant appurtenances, and appropriate testing as required under the approved PROJECT plans and specifications for the PIPELINE, such bid items and terms structured so as to prevent disproportionate allocation of PROJECT costs to the PIPELINE bid items; and provide to DISTRICT for review and approval, which shall not be unreasonably withheld.
3. Solicit competitive bids for the PROJECT including PIPELINE and award a construction contract to the lowest responsive and responsible bidder, hereinafter referred to as "CONTRACTOR."
4. Prior to award of the contract for the PROJECT, provide a complete set of construction contract documents to DISTRICT which shall identify all sub-contractors, including those who will be suppliers, or accomplish work, with respect to the PIPELINE, as well as line item bid prices for all PROJECT work for the PIPELINE.
5. Award the construction contract to CONTRACTOR and oversee and administer the construction Contract, including those elements of the PROJECT and the construction contract related to the PIPELINE work.
6. Provide shop drawing submittals associated with the PIPELINE for review and approval by DISTRICT. DISTRICT shall review and comment on all shop drawing submittals within twenty (20) calendar days from the date received by DISTRICT.

7. Furnish a representative to perform the usual functions of a CITY inspector, hereinafter referred to as “INSPECTOR,” who shall be responsible for monitoring and inspecting the CONTRACTOR’s performance. CITY, through the INSPECTOR, shall provide written notice of when PIPELINE work within the pipe trench and connections to existing DISTRICT facilities are scheduled at least 72 hours in advance to “DISTRICT REPRESENTATIVE” (to the extent DISTRICT designates a “DISTRICT REPRESENTATIVE,” as such term is defined below in Section II.5).

8. Require CONTRACTOR to identify a schedule for the PIPELINE and a proposed bypass/outage period to be submitted to CITY and approved in writing by DISTRICT.

9. Issue construction contract change orders (CCOs) as required for the PIPELINE, but only after review and written approval by DISTRICT. DISTRICT’s approval shall not be unreasonably withheld and DISTRICT shall respond to requests for approval in a timely manner, as further set forth in SECTION II.3.

10. Require CONTRACTOR to obtain and keep in full force and effect throughout the duration of the PROJECT, for the mutual benefit of DISTRICT and CITY, Commercial General Liability insurance with a limit of at least one million dollars (\$1,000,000) per occurrence, with a minimum aggregate of at least two million dollars (\$2,000,000) for the PROJECT, and Commercial Automobile Liability insurance with a limit of at least one million dollars (\$1,000,000). Said policies shall name DISTRICT and CITY, and each of their elected and appointed officials, officers, employees and agents, as additional insureds by separate endorsements, and shall, additionally, contain language providing for waiver of subrogation, that the policies are primary and noncontributing with any insurance that may be carried by the parties, that said insurance may not be cancelled or materially changed except upon thirty (30) calendar days written notice to CITY, and any losses shall be payable notwithstanding any act or failure to act or negligence of DISTRICT and/or CITY. CITY shall also require that worker’s compensation benefits are secured by CONTRACTOR as required by law, with a waiver of subrogation endorsement against DISTRICT and CITY. CITY shall also incorporate in the PROJECT contract documents terms for CONTRACTOR’s indemnification of DISTRICT, and DISTRICT’s elected and appointed officials, officers, employees and agents, which shall be consistent with the CONTRACTOR’s indemnity applicable to CITY.

11. Require CONTRACTOR to construct the PIPELINE to the written approval of DISTRICT. CITY shall not accept PROJECT work from CONTRACTOR until DISTRICT concurs that the PIPELINE has been performed to DISTRICT’S written approval and in accordance with CITY’s plan and specifications.

#6.

12. Require CONTRACTOR to provide a one-year warranty and a warranty bond for the PIPELINE for the benefit of DISTRICT.
13. Upon completion and DISTRICT's written acceptance of the PIPELINE dedication in the form on Exhibit B, provide a final accounting report detailing the bid item costs for the PIPELINE work for review and approval by DISTRICT, which approval shall not be unreasonably withheld, and invoice DISTRICT for the balance of any additional costs incurred by CITY and approved by DISTRICT not otherwise paid for said PIPELINE work. DISTRICT shall pay CITY within sixty (60) calendar days of receipt of said invoice.
14. Upon filing of the Notice of Completion for the PROJECT, execute a dedication of the PIPELINE in the form of Exhibit B hereto to the DISTRICT for DISTRICT to assume ownership of the PIPELINE.
15. Pursuant to Section 895.4 of the Government Code, defend with counsel approved in writing by DISTRICT, and indemnify and hold and save harmless DISTRICT and its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including any and all legal costs and attorneys' fees, in any manner arising out of the performance, by CITY, its elected and appointed officials, officers, agents and employees, of CITY's obligations under this AGREEMENT or the contracts for the PROJECT.

SECTION II

DISTRICT, IN ADDITION TO ANY OBLIGATIONS AND RESPONSIBILITIES, AND RIGHTS, SET FORTH IN SECTIONS I and III, SHALL:

1. Be responsible for review and approval of the design of the PIPELINE based on CITY's Engineer's design request and the contract plans and specifications, and for all CCOs as described in paragraph 3 below for the PIPELINE work under the PROJECT. DISTRICT shall not unreasonably delay the CONTRACTOR in the written approval of work related to the PIPELINE.
2. Be invoiced for the PIPELINE work as the CITY'S Engineer prepares and completes the design of the PIPELINE and the CONTRACTOR completes construction of the PIPELINE, in accordance with progress payment terms under the PROJECT contract provisions. Upon review and approval, DISTRICT shall pay all such invoices within thirty (30) days of receipt from CITY. Invoices shall include the 10% administrative fee as defined in Section II, Part 6.
3. Review and approve CCO's issued by CITY specifically related to the PIPELINE and be solely responsible for all CCO costs pertaining to the PIPELINE. DISTRICT shall not

unreasonably withhold consent to such CCO's and DISTRICT shall pay to CITY its share of the cost of such CCO's within thirty (30) days of receipt of a written request for such payment from CITY.

4. Coordinate bypass and/or shutdown of existing DISTRICT pipelines with CONTRACTOR to facilitate connections associated with the PIPELINE. CONTRACTOR will identify a schedule for the PIPELINE and include a proposed bypass/outage period to be submitted to CITY and approved in writing by DISTRICT, which can be extended if required for the work of the PIPELINE, and as approved by INSPECTOR and DISTRICT, or as applicable, REPRESENTATIVE.

5. At DISTRICT's option and sole discretion, furnish a representative to assist over-seeing installation of the PIPELINE, hereinafter referred to as "DISTRICT REPRESENTATIVE." DISTRICT REPRESENTATIVE and INSPECTOR shall cooperate and consult with each other. Should INSPECTOR and DISTRICT REPRESENTATIVE be unable to reach agreement, the decision of INSPECTOR shall be final provided the PIPELINE is constructed to DISTRICT's standards and specifications. Specific inspection for all PIPELINE work by CONTRACTOR within the pipe trench and for all connections to existing facilities owned by DISTRICT shall be performed to the full satisfaction of the DISTRICT, or as applicable, DISTRICT REPRESENTATIVE.

6. Upon completion of PIPELINE and within sixty (60) calendar days of receipt of an invoice and final accounting report from CITY, DISTRICT shall provide to CITY final payment for PIPELINE work not otherwise paid previously, determined as the sum of 6A, 6B, 6C, and 6D below:

- a. The costs for the design of the PIPELINE to incorporate into the PROJECT plans and specifications.
- b. The actual sum of the line item prices bid for the construction of PIPELINE as listed in the separate bid schedule for the PIPELINE work, from CONTRACTOR, as adjusted for any deductions if applicable.
- c. CCO expenses previously approved by DISTRICT's related to work for the PIPELINE and not already paid by DISTRICT, if any, shall be added to the above.
- d. Ten percent (10%) of the actual sum determined by the addition of 6A, 6B, and 6C above as an agreed upon amount to reimburse CITY for costs incurred for construction administration, inspection, CEQA, bonds, insurance, scheduling, and other mobilization costs related to the PIPELINE.

#6.

7. Pursuant to Section 895.4 of the Government Code, defend with counsel approved in writing by CITY, and indemnify and hold and save harmless CITY and its elected and appointed officials, officers, agents and employees, from all liability arising from loss, damage or injury to persons or property, including any and all legal costs and attorney's fees, in any manner arising out of the performance, by DISTRICT, its elected and appointed officials, officers, agents and employees, of DISTRICT's obligations under this AGREEMENT.

8. Upon filing of a Notice of Completion of the PROJECT by CITY, accept ownership, by a dedication of facilities (Exhibit B) of the PIPELINE.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. The terms and provisions of this AGREEMENT, including the Recitals which are true and correct, Exhibits A and B, which are incorporated in this AGREEMENT by this reference, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

2. This AGREEMENT constitutes the entire agreement between CITY and DISTRICT and supersedes all prior understandings and agreements, if any, between the parties with respect to the subjects hereof. This AGREEMENT may only be modified in a writing specifically referencing this AGREEMENT and signed by both parties hereto.

3. If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

4. The parties represent and warrant that this AGREEMENT has been duly authorized and executed and constitute the legally binding obligation of their respective entity enforceable in accordance with its terms. This AGREEMENT may be executed in three counterparts, and each counterpart shall be deemed to be an original.

5. All notices or other communications provided for herein shall be in writing and shall be personally served or delivered by United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

Moulton Niguel Water District
Ms. Joone Lopez, General Manager
27500 La Paz Road

Laguna Niguel, CA 92677

With a copy to: Director of Engineering and Operations
(same address above)

City of Mission Viejo

Mr. Dennis Wilberg, City Manager

200 Civic Center

Mission Viejo, CA 92692

Either party may, by notice to the other party, designate a different address for notices which shall be substituted for that specified above. Any notice given as provided in this paragraph shall be deemed to have been received, if personally served, as of the date and time of service, or it deposited in the mail as provided above, forty-eight (48) hours after deposit in the mail.

6. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

7. If DISTRICT breaches any of the covenants or conditions of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination. DISTRICT may terminate this AGREEMENT at any time with ten (10) days prior written notice to CITY, provided DISTRICT shall remain responsible for all costs incurred by CITY for the PIPELINE design, construction and other work incurred prior to the termination and not otherwise paid by DISTRICT as agreed herein, and DISTRICT shall further be and remain responsible for any future PIPELINE costs arising after such termination that cannot otherwise be mitigated under the terms of the contract with CONTRACTOR. Any notice of termination hereunder by either party shall be in writing and shall state the date upon which such termination is effective. Notice shall be served as provided in paragraph 5 above.

8. Termination

- a. In the event PROJECT construction (as outlined above), is not initiated within two (2) years of the Effective Date of this AGREEMENT, this AGREEMENT will automatically terminate unless extended in writing by mutual agreement of the parties.

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- b. In the event CITY is unable to proceed with PROJECT in accordance with the terms and conditions of this AGREEMENT, CITY may terminate this AGREEMENT, with or without cause, upon delivery of thirty (30) days written notice to DISTRICT.
- c. Notice of termination shall be in writing and shall state the date upon which such is effective. Notice shall be served as provided in paragraph 5 above.

9. This AGREEMENT is by and between DISTRICT and CITY and is not intended and shall not be construed so as to create, as between DISTRICT and CITY any agency, servant, employee, partnership, joint venture, association or other relationship between the DISTRICT and CITY.

10. The failure of DISTRICT or CITY to insist upon strict performance of any of the covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that DISTRICT or CITY may have, and shall not be deemed a waiver of any right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

11. Should litigation be necessary to enforce any terms, covenants or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on the date written above.

MOULTON NIGUEL WATER DISTRICT

Date: _____

By: _____

Joone Lopez, General Manager

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE

Legal Counsel, Moulton Niguel Water District

By: _____

Patricia B. Giannone

CITY OF MISSION VIEJO

Date: _____

By: _____

City Manager

APPROVED AS TO FORM:

Legal Counsel, City of Mission Viejo

By: _____

#6.

EXHIBIT A
PIPELINE

EXHIBIT B
DEDICATION OF FACILITIES

CITY OF MISSION VIEJO:
DEDICATION OF FACILITIES

TO

MOULTON NIGUEL WATER DISTRICT:

12-INCH RECYCLED WATER RELOCATION AS PART OF THE OSO PARKWAY WIDENING, INTERSTATE 5
TO COUNTRY CLUB DRIVE PROJECT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Owner/Seller does hereby transfer and convey to the Moulton Niguel Water District (District), a local public agency organized and operating pursuant to Division 13 of the California Water Code, all rights, title and interest in and to all of the pipeline and related appurtenances, including valves, service connections, located in the property described below* located within Oso Parkway ("facilities"). The undersigned Owner/Seller (1) warrants that said property and facilities will be free from defects in materials and workmanship for a period of one (1) year after the date the Certificate of Acceptance is executed by the District representatives, below ("warranty period"). The undersigned Owner/Seller agrees the facilities were constructed in full compliance with the plans and specifications related thereto and specified under the "AGREEMENT BETWEEN CITY OF MISSION VIEJO AND MOULTON NIGUEL WATER DISTRICT FOR RELOCATION OF DISTRICT RECYCLED WATER PIPELINE WITHIN THE OSO PARKWAY WIDENING, INTERSTATE 5 TO COUNTRY CLUB DRIVE PROJECT," dated _____, 2014 ("AGREEMENT"). If during said one (1) year warranty period the facilities or portion thereof are found not to be in conformance with any provision of said plans and specifications, it shall further be the undersigned Owner/Seller's responsibility to pay for all repairs to the facilities required within said one (1) year warranty period which are due to defects in materials or workmanship. This warranty/guarantee is in addition to any and all other warranties, express or implied, with respect to the facilities.

*Said property and facilities are described as follows:

Those certain recycled water facilities constructed by City of Mission Viejo relative to the _____
Oso Parkway Widening Improvement Project as described on Exhibit A to the Agreement. Said _____
Exhibit is attached hereto and made a part hereof.

Executed this _____ day of _____, 2014.

Owner/Seller: City of Mission Viejo

By: _____
Name Title

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the recycled water pipeline and related appurtenance constructed by City of Mission Viejo relative to the OSO PARKWAY WIDENING, INTERSTATE 5 TO COUNTRY CLUB DRIVE PROJECT conveyed for public purposes by this document is hereby accepted by the undersigned duly appointed agents of the Moulton Niguel Water District on behalf of the Moulton Niguel Water District pursuant to the authority conferred upon them by action of the Board of Directors of Moulton Niguel Water District approving the AGREEMENT on _____ day of _____, 2014.

Dated: _____

Moulton Niguel Water District

By: _____
General Manager

By: _____
Secretary



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 12, 2014

FROM: Marc Serna, Director of Engineering and Operations
Mark Mountford, Principal Engineer

SUBJECT: Wastewater Conveyance Agreement with Santa Margarita Water District

DIVISION: One

SUMMARY:

Issue: Moulton Niguel Water District (MNWD) and Santa Margarita Water District (SMWD) have developed a wastewater conveyance agreement that would allow wastewater to be conveyed from a small portion of MNWD's service area to SMWD's Oso Creek Trunk Sewer.

Recommendation: It is recommended that the Board of Directors approve the Wastewater Conveyance Agreement (Agreement) subject to non-substantive changes approved by the General Manager and Legal Counsel; and authorize the General Manager to execute the Agreement.

Fiscal Impact: Per the terms of the Agreement, MNWD will be charged a one-time conveyance capacity fee of \$416,000 by SMWD; as a condition of final project approval, the developer of the Andalucia Project will compensate MNWD with the funds to pay this one-time fee.

BACKGROUND:

In 2008, Moulton Niguel Water District (District) began review of a 256-unit apartment development (Andalucia Project) in the City of Mission Viejo. MNWD has the ability to serve water to the proposed project; however, the existing 12-inch diameter sewer pipeline that runs through the site no longer has available capacity. Flow studies completed in August 2008 and August 2013 confirmed the lack of capacity in the MNWD sewer pipeline.

Various options for wastewater service for the project were reviewed by MNWD staff and the project developer's engineer (Hunsaker and Associates). The best option is to

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route wastewater flows for the development on the west side of the Oso Creek to the SMWD Oso Creek Trunk Sewer (trunk sewer), which is located adjacent to the project. Wastewater flows from the development on the east side of the creek will be conveyed to the MNWD sewer main. In order to accommodate the increased flows in MNWD's sewer main, a small neighborhood of 70 single-family residential (SFR) units located upstream of the project must be diverted to the SMWD trunk sewer. SMWD has verified that this facility has sufficient capacity to convey the development flows. The SMWD trunk sewer eventually connects to MNWD-owned facilities 3,600 feet downstream of the project.

DISCUSSION:

MNWD staff has worked with SMWD staff and legal counsel to develop the attached Agreement. The Agreement was structured after various other interconnection agreements. The significant terms of the Agreement are as follows:

1. Cost responsibility – SMWD is responsible for all costs, operation and maintenance (O&M), and capital, associated with the 3,600 feet of collection reach, so long as a) there are no additional dwelling units added to the diversion at a later date, and b) flows from these dwelling units do not exceed 110% of the projected flows. Anticipated flows were calculated based upon planning sewer unit generation rates, which tend to be more conservative than observed flows. If flows are metered in the future, and found to exceed 110% of the Agreement flow amounts, SMWD would have the option to assess O&M and capital costs associated with the collection reach, based on the percentage of total capacity used by MNWD. There are no current plans to meter the flows.
2. Ownership responsibility – SMWD will retain full ownership of the 3,600 feet of collection reach. The Agreement does not change ownership interest in any facilities.
3. Operational responsibility – SMWD will retain the operational responsibility of the 3,600 feet of collection reach in the Oso Creek Trunk Sewer.
4. Connection Fees and Usage Fees – MNWD retains the right to collect sewer connection fees for the Andalucia Project, as well as future sewer usage fees for both the project and the neighborhood basin of 70 SFR units to the north.

Attachment: Draft Wastewater Conveyance Agreement

**WASTEWATER CONVEYANCE AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND SANTA MARGARITA
WATER DISTRICT FOR THE CONVEYANCE OF FLOWS
THROUGH THE OSO CREEK TRUNK SEWER**

THIS AGREEMENT is dated as of the _____ day of _____, 2014, (the “Effective Date”) by and between the MOULTON NIGUEL WATER DISTRICT (hereinafter referred to as “MNWD”) and the SANTA MARGARITA WATER DISTRICT (hereinafter referred to as “SMWD”), both of which are California water districts formed under and pursuant to the California Water District law consisting of Division XIII of the Water Code (Section 34000 et seq.) of the State of California, and hereinafter sometimes individually or collectively referred to as “Party” or the “Parties,” respectively. The Parties do hereby enter into this Agreement.

- A. WHEREAS, Watermarke Properties Inc., (hereinafter referred to as “Developer”) is planning to construct a 256-unit apartment commercial development known as the Andalucia Project at Oso Parkway (the “Project”), located at 26600 Oso Parkway, City of Mission Viejo, which is also in close proximity to the Oso Creek Trunk Sewer, owned, operated and maintained by SMWD.

- B. WHEREAS, wastewater flows from the Project’s 190 units located on the west side of Oso Creek are projected, using MNWD standards, to be 0.0456 mgd (hereinafter referred to as “west side flows”) and from the Project’s 66 units located on east side of Oso Creek are projected, using MNWD standards, to be 0.0158 mgd (hereinafter referred to as “east side flows”), for projected Project total wastewater flows of 0.0614 mgd.

- C. WHEREAS, the existing MNWD system does not have available capacity for the total Project wastewater flows.

- D. WHEREAS, MNWD owns and operates a wastewater system to collect wastewater flows from 70 single family residences (SFRs) located north of Oso Parkway in the vicinity of Montanoso Drive, which is in close proximity to the 24-inch Oso Creek Trunk Sewer, owned, operated, and maintained by SMWD.

- E. WHEREAS, wastewater flows from the 70 SFRs are projected, using MNWD standards, to be 0.021 mgd (hereinafter referred to as “SFR flows”).

- F. WHEREAS, MNWD’s existing system delivers wastewater from MNWD service areas to either the Plant 3A Reclamation Facility (Plant 3A), which is owned by MNWD and in which SMWD holds a capacity interest of 2.25 mgd, or to the Oso-

#7.

Trabuco Trunk Sewer, which is jointly owned by MNWD and SMWD, and operated and maintained by MNWD.

- G. WHEREAS, the SMWD Oso Creek Trunk Sewer, in close proximity to the Project, located along Oso Creek, south of Oso Parkway, flows downstream 3,600 lineal feet from the Project to a diversion structure near the 3A Plant. This portion of the Oso Creek Trunk Sewer is hereinafter referred to as the "Collection Reach."
- H. WHEREAS, the Collection Reach has available capacity to convey Project wastewater flows, and transmit these flows to the 3A Plant or to the jointly-owned Oso-Trabuco Trunk Sewer, to serve as the permanent MNWD wastewater transmission system for the Project area. SMWD is willing to grant MNWD an irrevocable license to use the conveyance capacity of the Collection Reach in exchange for a one-time fee to provide for wastewater conveyance capacity to serve the Project, in lieu of MNWD planning and constructing additional facilities for such purpose.
- I. WHEREAS, in order to convey the Project wastewater flows to Plant 3A or the Oso-Trabuco Trunk Sewer, MNWD proposes to transfer the SFR flows (70 dwelling units, 0.021 mgd) and the west side flows (190 dwelling units, 0.0456 mgd) to the Collection Reach. Total dwelling units involved in the transfer of wastewater flows is 260 dwelling units (hereinafter referred to as "Agreement Dwelling Units"). Except as provided in Section 6, the proposed wastewater flows that will be transferred to the SMWD Collection Reach from the 260 DUs are projected to be 0.0666 mgd (hereinafter referred to as the "Transfer Flows").

NOW, THEREFORE, in consideration of the mutual covenants and promises between the Parties and hereinafter set forth, the Parties agree as follows:

SMWD hereby grants to MNWD the right and irrevocable license to convey Transfer Flows into the SMWD Collection Reach, subject to the following terms and conditions:

1. No Ownership Rights. This Agreement does not provide MNWD with an ownership interest in the Collection Reach or any other SMWD facilities, or with rights or obligations with respect to any agreement(s) as between SMWD and any other agencies, including, but not limited to any joint powers agency, but only provides MNWD with an irrevocable license to deliver untreated wastewater through the Collection Reach for treatment and disposal at the Plant 3A or conveyance to the Oso-Trabuco Trunk Sewer in accordance with the terms and conditions of this Agreement.

2. Operation and Maintenance Costs. Provided that MNWD does not allow connections to exceed the total Agreement Dwelling Units that contribute to the Transfer Flows, SMWD will not assess annual operation and maintenance costs to MNWD for the Collection Reach. In the event of Agreement Dwelling Unit exceedance, SMWD shall assess operations and maintenance costs consistent with the manner applied to its collection system and industry standards during any exceedance period. Allocation of such costs to the Transfer Flows that are in exceedance shall be determined in accordance with Section 6.

3. Compliance with Pretreatment/ NPDES/ MNWD Rules and Regulations. The Transfer Flows received and conveyed by SMWD shall be domestic wastewater and not industrial wastes. MNWD shall not discharge through the Collection Reach sewage or wastewater of industrial characteristics which when treated and combined with other 3A Plant or JB Latham Plan wastewater precludes recycling the resulting effluent for reuse or discharging the resulting effluent into the ocean due to violation of permitted waste discharge requirements. Should such occur by reason of any Transfer Flows delivered to SMWD by MNWD, any and all resulting costs, including fines or penalties, shall be charged to and paid by MNWD and MNWD shall otherwise indemnify and hold SMWD harmless as provided in Section 9.

MNWD agrees to comply with and abide by all rules and regulations of SMWD and those imposed by any governmental authority or public agency relating to the Collection Reach and the downstream treatment facilities and further agrees that it shall meet all wastewater discharge requirements or conditions of any applicable federal, state or other applicable regulatory permits, approvals, licenses or requirements that exist now or that may exist in the future.

4. SSO's. In the event of Sanitary Sewer Overflows (SSOs) from the Collection Reach, MNWD and SMWD agree that SMWD owns the Collection Reach and is responsible for the operation and maintenance of the Collection Reach, and therefore any resulting fines, penalties, damages or other responsibility or liability shall be the responsibility of SMWD. However, in the event that MNWD exceeds the established Agreement Dwelling Units that contribute to the Transfer Flows, MNWD shall be responsible for an allocated percentage of any resulting fines, penalties, damages or other responsibility or liability based on the percentage of the average daily Transfer Flows during the sixty (60) day period prior to the SSO to the total capacity in the Collection Reach, during such time as the exceedance exists.

5. Wastewater Treatment Capacity. MNWD's treatment capacity at the 3A Plant or at JB Latham Plant shall be used for treating its Transfer Flows conveyed through the Collection Reach described herein and MNWD shall include the flow in MNWD's report of flows to the appropriate South Orange County Wastewater Authority treatment plant.

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6. Total Flows. The Transfer Flows shall be deemed to be 0.0666 mgd. Actual diverted flows shall not exceed 110% of the Transfer Flows, or 0.07326 mgd. If records indicate MNWD has exceeded the Agreement Dwelling Units or 110% of the Transfer Flows, SMWD reserves the right to reestablish percentage allocations based on the percentage of metered Transfer Flow to total capacity of the Collection Reach, and used in future allocation calculations referenced in this Agreement.

7. One-Time Fee for Conveyance Capacity Use. Within sixty (60) days of the Effective Date, SMWD will charge MNWD a one-time fee of \$416,000 for the irrevocable license to use the conveyance capacity for the Transfer Flows through the Collection Reach. This license fee has been calculated based on amortized construction costs of the Collection Reach and for funding a reserve amount to offset anticipated future maintenance and construction costs proportional to the Transfer Flow. The Developer will be providing MNWD with the funds to pay this total one-time fee amount.

8. Connection Fees and Usage Fees. MNWD shall collect connection fees and usage fees for the Project, and shall continue to collect usage fees from the SFRs, in accordance with MNWD's authorized connection fees and sewer service rates, as those exist or as they may be amended from time-to-time by MNWD. Connection fees shall be collected by MNWD to account for capital costs for MNWD facilities upstream and downstream of the Collection Reach. MNWD shall collect usage fees to cover the operation and maintenance costs of the MNWD collection, transmission and treatment system upstream and downstream of the Collection Reach, which serve the Project and the SFRs.

9. Indemnity. MNWD shall indemnify and hold harmless SMWD and its directors, officers, employees and agents from any and all claims, liability, demands, actions, proceedings, suits and damages to the extent based upon or arising from the use by MNWD of the Collection Reach, except to the extent of the negligence of SMWD or any of its employees or anyone else for whom it is responsible by law, and the Parties' obligations under Section 4 of this Agreement.

10. Assignment. MNWD shall not assign its rights and obligations hereunder without the prior written notice and written approval and consent of SMWD, which may be withheld or granted in SMWD's sole discretion.

11. Attorney's Fees. If either Party commences any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to damages, equitable or other relief, all costs and expenses incurred, including reasonable attorney's fees.

12. Waiver. The failure of either Party to insist on compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall be entitled to receive from the other Party, in addition to damages, equitable or other relief, all costs and expenses incurred, including reasonable attorney’s fees.

13. Entire Agreement; Recitals. This Agreement supersedes any and all agreements between the Parties hereto and contains the entire agreement between the Parties with respect to the matters provided for herein. The Parties agree the above Recitals are true and correct, and the Recitals are incorporated herein and made a part of this Agreement.

14. Amendment. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by both Parties.

15. Notice. Any notice required or permitted to be given hereunder shall be deemed to have been validly or given or made only if in writing and when received by the Party to whom it is directed by personal service, hand delivery, or United States Mail, first class postage, prepaid addressed to:

If to MNWD: MOULTON NIGUEL WATER DISTRICT
 General Manager
 P.O. Box 30203
 Laguna Niguel, CA 92607-0203

If to SMWD: SANTA MARGARITA WATER DISTRICT
 General Manager
 P.O. Box 2279
 Mission Viejo, CA 92690-0279

Either Party may change its address above at any time by written notice to the other.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

17. Successors and Assigns. This Agreement shall inure to and be for the benefit of the successors and assigns of the Parties hereto.

18. No Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a Party to this Agreement

#7.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SANTA MARGARITA WATER DISTRICT

MOULTON NIGUEL WATER DISTRICT

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bowie, Arneson, Wiles & Giannone,
Legal Counsel, MNWD

Scott C. Smith, Legal Counsel, SMWD

By: Patricia B. Giannone

Moulton Niguel Water District



STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Brad Bruington, Utilities Maintenance Superintendent

SUBJECT: Amendment No. 2 to Agreement with Environmental Compliance Inspection Services (ECIS)

DIVISION: District-wide

SUMMARY:

Issue: Staff requests an amendment to the Agreement with Environmental Compliance Inspection Services (ECIS) for Grease Control Device Inspection and Grease BMP Inspection (FOG Inspection Services) and an increase in the agreement amount for Fiscal Years 2014-15 and 2015-16.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute Amendment No. 2 to the Agreement with ECIS for an amount not-to-exceed \$140,000 for Fiscal Year 2014-15, and an option to extend for \$140,000 for Fiscal Year 2015-16.

Fiscal Impact: Sufficient funds have been budgeted in the FY 2014-15 and FY 2015-16 operating budgets.

BACKGROUND:

In execution of the District's Sewer System Management Plan (SSMP), the District performs monthly inspections of approximately 300 grease control devices. Additionally, the Fats, Oils, and Grease (FOG) Program requires the District to perform bi-annual inspections of approximately 430 food service establishments within the District, to review compliance of kitchen best management practices (BMP). These services are critical to protect the District's wastewater collection system from potential blockages by ensuring appropriate grease protection at the various food service establishments.

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Per the District's FOG Policy, the food service establishments also pay an annual permit fee as part of their permit renewal. As of June 1st, the District collected approximately \$33,000 in permit fees in FY 2013-14 to offset the implementation costs of the FOG Program.

DISCUSSION:

ECIS provided wastewater pretreatment inspection to the District for approximately 10 years through a contract with the South Orange County Wastewater Authority (SOCWA). At the beginning of Fiscal Year 2010-11, the District contracted directly with ECIS. ECIS has tremendous experience with the issues and concerns related to the existing pretreatment program within the District's service area and the surrounding communities. ECIS contracts with South Coast Water District, City of Laguna Beach, City of Newport Beach, and City of Buena Park, among others.

Further, ECIS has been integral in the implementation of the FOG program and will continue to play a key role in the review, update, and implementation of a revised policy. This particular contract requires a firm that has a well-developed reputation with the District's existing restaurants and will represent the District in a professional and courteous manner while remaining steadfast in execution of District Policy. ECIS continues to demonstrate its capability in representing the District appropriately.

Through its FOG Inspection Services, ECIS provides the District with monthly grease interceptor inspection, bi-annual kitchen inspection at each of the District's 400+ restaurants to check for proper posters, employee training and other documentation required by the District's FOG policy, design and maintenance of a database of all grease dischargers within the District's service area, handling of all Notices of Noncompliance and consequent tracking, cooperation with City & Health Department personnel, inspections of all installations of grease interceptors, and providing restaurant owners & managers with BMP information.

District staff requested a proposal from ECIS to provide the necessary services for two one-year terms for FY 2014-15 and 2015-16. ECIS proposes to allocate \$112,000 per year for Grease Control Device Inspections and \$28,000 per year for Grease BMP Inspections for a total fiscal year commitment of \$140,000 per year (\$280,000 total for FY 2014-15 and 2015-16).

The Agreement is funded through the Operating Budget and the historical and proposed expenditures are listed in the table below:

Fiscal Year	Agreement Amount
2012-13 Agreement	\$138,000
2013-14 Amendment	\$140,000
Proposed Amendment 2014-15	\$140,000
Proposed Amendment 2015-16	\$140,000
Total Agreement	\$558,000

ECIS fees are based on the number of inspections required to review all grease control devices and each food service establishment.

A draft of Amendment No. 2 is provided as Attachment 1 for reference. The District's standard ten day termination clause is included as a provision in the original Agreement.

Attachment:

1. Amendment No. 2 to the Agreement for Services 2014-15 through 2015-16
2. Original Agreement

**AMENDMENT NO. 2 TO EXTEND THE CONSULTING SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES RE:
ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS
FY2014-15; CONTRACT NO. OM12-13.013**

This Amendment No. 2 (this "Amendment") is entered into and effective as of _____, 2014, amending the Consulting Services Agreement, dated August 12, 2012, as amended (the "Agreement") by and between the Moulton Niguel Water District ("MNWD"), and Environmental Compliance Inspection Services (ECIS) ("Consultant") (collectively, the "Parties") for furnishing and performance of grease control and grease best management practices inspection services.

RECITALS

A. On August 20, 2013, the Parties executed Amendment No. 1 to extend the Agreement through June 30, 2014 and increase the contract amount by \$140,000 for a not-to-exceed agreement total of \$278,000.

B. MNWD desires to extend the Agreement for an additional one (1) year term.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Contractor agree as follows:

1. The Agreement term is hereby extended through June 30, 2015.
2. MNWD will pay Consultant for all services associated with this Amendment a not-to-exceed amount of one hundred forty thousand dollars (\$140,000) in accordance with the payment terms of the Agreement. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed four hundred eighteen thousand dollars (\$418,000.00).
3. Upon the expiration of this Amendment, MNWD shall have the option to renew the Agreement for an additional one (1) year term through June 30, 2016, at the same pricing as listed in this Amendment. An extension will be based upon a satisfactory review of Consultant's performance, District's needs, and appropriation of funds by the District Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.
4. Consultant will complete all work for this Amendment by June 30, 2015.
5. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and previous amendments and this Amendment No. 2, the terms of this Amendment No. 2 shall control.
6. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

#8.

7. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

ENVIRONMENTAL COMPLIANCE
INSPECTION SERVICE

MOULTON NIGUEL WATER
DISTRICT, a California Water District

By:

By:

(sign here)

General Manager

(print name/title)

(e-mail address)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND ENVIRONMENTAL COMPLIANCE
INSPECTION SERVICES (ECIS)
MNWD PROJECT: ANNUAL GREASE CONTROL DEVICE INSPECTION AND
GREASE BMP INSPECTIONS**

THIS AGREEMENT (the "Agreement") is dated as of August 10 2012, by and between ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES (ECIS) hereinafter referred to as the "CONSULTANT" and Moulton Niguel Water District hereinafter referred to as "MNWD," and provides for the furnishing of consulting services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

CONSULTANT proposes to provide services to MNWD in connection with the services for **ANNUAL GREASE CONTROL DEVICE INSPECTION AND GREASE BMP INSPECTIONS** (the "Project"). The scope of work to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Work").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I - CONSULTING SERVICES, AUTHORIZATION

Section 1.1 CONSULTANT proposes to perform those services which are described in the Scope of Work. MNWD may request or CONSULTANT may recommend, that CONSULTANT perform work in addition to or different from that delineated in the original Scope of Work, or delete services from the Scope of Work. Upon MNWD's request for additional or changed work, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Work, MNWD and CONSULTANT shall negotiate an adjustment of the compensation and time for completion and shall execute a written addendum to this Agreement. Upon execution of each addendum, (i) the Scope of Work shall thereafter be as described in **Exhibit A**, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the work shall be as set forth in the addendum. Following execution of any addendum, all terms and provisions of the Agreement, except as expressly modified by such addendum, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an addendum covering the additional or changed work.

Section 1.2 CONSULTANT agrees to complete the design work described in the Scope of Work no later than **June 30, 2013**. CONSULTANT further agrees to complete all other work within the time periods set forth in the Scope of Work.

CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. In the event the time for completing the Scope of Work is

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projected to be exceeded due to circumstances beyond the control of CONSULTANT, CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section 1.1 and an executed addendum, in which to complete the work. CONSULTANT shall not begin work on any services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in Exhibit A.

Section 1.3 CONSULTANT, who shall be the Principal in Charge of work, is Jon Kinley.

As part of the Project, CONSULTANT intends to subcontract certain services for the Project. Separate subcontracts may be entered into between CONSULTANT and the subconsultants listed in Exhibit B hereto. Any additional subconsultants CONSULTANT proposes to use are subject to prior written approval by MNWD.

Without prior written approval of MNWD, CONSULTANT will not make any changes in CONSULTANT'S Principal in Charge, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Work. CONSULTANT is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subconsultant/subcontractor and MNWD. CONSULTANT shall not allow any subconsultant/subcontractor to commence work or services under any subcontract until all insurance required of CONSULTANT has been obtained for the subconsultant/subcontractor.

Section 1.4 MNWD shall make available to CONSULTANT at no cost, all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the work to be performed under this Agreement.

CONSULTANT will furnish to MNWD the agreed upon number of reports and supporting documents.

These instruments of service are furnished for MNWD's use in connection with the work provided for in this Agreement and shall become MNWD's property upon receipt.

All documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION V herein, be furnished to and become the property of MNWD.

CONSULTANT may retain a copy of all reports and documents for their files.

SECTION II - CONSULTING FEES

Section 2.1 In consideration for providing the CONSULTING services referred to in SECTION I herein, MNWD agrees to compensate CONSULTANT with a not-to-exceed maximum amount of **One Hundred Thirty Eight Thousand Dollars (\$138,000)** (which maximum amount is inclusive of 'labor costs' and 'direct costs', as further discussed below). The breakdown of the fee and costs for the work is attached hereto as Exhibit C which is incorporated herein. Compensation shall be as per proposal on a monthly basis per units inspected.

SECTION III - WARRANTY/DISCLAIMER

Section 3.1 CONSULTANT is employed to render CONSULTING services pursuant to this

Agreement only, and any payments made to CONSULTANT are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONSULTANT makes no warranty, either expressed or implied, as to its services furnished under this Agreement, including any findings, opinions, recommendations, factual presentations, or professional advice, other than that such services will be performed in accordance with generally accepted professional CONSULTING practices and principles.

Section 3.2 In performing services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 3.3 The services to be performed by CONSULTANT are intended solely for the benefit of MNWD. Nothing contained herein shall confer any rights upon or create any duties on the part of CONSULTANT toward any person or persons not a party to this Agreement including, but not limited to any property owners, or the agents, officers, employees, insurers, or sureties of any of them. Any reuse of documents or data for other than the intended use shall be at the sole risk of MNWD.

SECTION IV - INSURANCE AND INDEMNIFICATION

Section 4.1 Professional Liability Insurance. CONSULTANT shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be before the dated date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least **three (3)** years after completion of this Agreement or the services hereunder.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of **three (3)** years after completion of the services. MNWD shall have the right to exercise at the CONSULTANT'S cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

Section 4.2 General/ Automobile Liability Insurance. CONSULTANT shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its sub-consultants/subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a

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minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this section.

All insurance provided under this Section 4.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 4.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and subconsultants/subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.

Section 4.4 Requirements of All Policies. All policies of insurance required under this SECTION IV shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT'S (and its SUBCONSULTANT'S/subcontractor's) insurance, and shall not contribute to such insurance.

Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers, employees and representatives; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 4.5 Indemnity.

CONSULTANT shall hold harmless and indemnify, including the cost to defend, MNWD and its' directors, officers, employees and representatives from liability, claims, damages, demands, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the CONSULTANT and its sub-consultants/subcontractors under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to CONSULTANT'S or its sub-CONSULTANT'S/ subcontractor's

negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

CONSULTANT shall defend itself and MNWD and its' directors, officers, employees and representatives against any and all liabilities, claims, losses, damages, actions, attorney's fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to CONSULTANT'S or its sub-CONSULTANT'S/subcontractor's operations and work under this Agreement (other than professional services), and (ii) that arise out of, pertain to, or relate to CONSULTANT'S or its sub-CONSULTANT'S/ subcontractor's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the professional services under this Agreement.

The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8 as it exists as of the dated date of this Agreement. The CONSULTANT'S obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

SECTION V - TERMINATION OR ABANDONMENT

This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of intent to terminate. Additionally, MNWD may suspend performance by CONSULTANT of any or all services listed in the Scope of Work under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and CONSULTANT agree that in the event MNWD suspends or terminates performance by CONSULTANT for any cause other than the intentional or negligent error or omission of CONSULTANT, CONSULTANT shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under SECTION II of this Agreement.

In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents developed for that portion of the work completed and/or being suspended or abandoned.

SECTION VI - GENERAL

Section 6.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the CONSULTING services hereunder, or which would impact its objectivity in performing such services hereunder.

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Section 6.2 This Agreement represents the entire understanding of MNWD and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

Section 6.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Matt Collings, Director of Engineering and Operations
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677-3489

To CONSULTANT - Attn: Jon Kinley
ECIS
26 Dauphin
Dana Point, CA 92629

Section 6.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 6.5 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 6.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 6.7 It is expressly understood and agreed that CONSULTANT is an independent contractor and not an employee of MNWD while engaged in carrying out this Agreement. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD.

The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or CONSULTANT.

Section 6.8 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONSULTANT without prior written consent of MNWD.


Section 6.9 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of August, 2012

Moulton Niguel Water District

By: 
Matt T. Collings, P.E. 
Director of Engineering & Operations
General Manager

CONSULTANT – ECIS

By: 
Title: President

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EXHIBIT A
SCOPE OF WORK

Scope of Work

Grease Best Management Practices (BMP) Inspection Program

Inspect all establishments within the MNWD sewer service area to monitor compliance or non-compliance with the existing MNWD Sewer Ordinance and all Grease Best Management Practices/Food Service Establishment (FSE) Permit Program requirements.

Inspect all grease producing establishments twice per year. All FSE's, with the exception of the red colored FSE's on the database, will be inspected twice, once for the initial inspection and the delivering of the MNWD-GBMP requirements (Permit application-poster-binder etc.), and the return compliance determination inspection.

Visit all non- or minor grease producing FSE's, (red on database) only once to ensure they have received all MNWD Grease BMP Program requirements along with the permit application. Because these FSE's generate little to no grease (Starbucks-Ice-Cream shops etc.) they will only be visited once per year.

Inspections will include the following: (1) Removal of Garbage Grinder (2) Inspect Grease Collection Maintenance logs, and Employee Training logs (3) Inspect for installation and maintenance of all Drain Screens (4) Inspect to ensure Food Waste BMP's are followed (5) Inspect to ensure Dry Wiping BMP is followed (6) Inspect for Emergency Spill Materials or Spill Response Kit (7) Inspect to ensure Grease BMP poster(s) are located in approved areas.

Grease Interceptor Inspection

INSPECTION FREQUENCY: Monthly inspections of all Gravity Grease Interceptors (GGI) and Hydro-Mechanical Grease Interceptors (HGI) within MNWD sewer service area.

INSPECTION PROCEDURES: Perform the following minimum at all inspections:

1. Contact customer.
2. Determine capacity and condition of GGI/HGI and record results.
3. Observe recent pumping manifests and or receipts-record on database.
4. Inform customer of all results and/or actions.
5. Issuance and follow up of notice of non-compliance (NON-) if necessary.

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DATABASE: Gather, maintain, and provide a complete Excel database of all FSE's which do and/or do not discharge wastewater containing fats, oil or grease (FOG) into the sewer collection system. This database will include, but is not limited to, the following information:

1. Name-location of establishment.
2. Property owner, manager, contacts person name(s), and phone number(s).
3. GGI / HGI location, number of inspection points, and volume in gallons/Lbs.
4. Date of inspection, most recent pumping date, and condition of device.
5. Waste hauler names.
6. NON issuance date(s) recheck dates, and results as well as any/all relevant information.
7. FSE's payment of fees

EXHIBIT B

LIST OF SUBCONSULTANTS

NONE

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EXHIBIT C
BREAKDOWN OF COSTS

BREAKDOWN OF COSTS

Monthly Grease Control Device Inspections (GCDI)

GCDI FEE: ECIS proposes to charge MNWD at a rate of fifteen (15) dollars per inspection point. An inspection point is defined as any opening into the device, designed for providing access to or obtaining a sample(s).

GREASE BMP INSPECTIONS PROGRAM

ECIS proposes to charge MNWD a fee of forty (40) dollars for all initial and return inspections due to non-compliance.

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EXHIBIT D
SCHEDULE OF CONSULTING FEES

NONE



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Adrian Tasso, Superintendent of Facilities

SUBJECT: Backhoe Purchase for Fiscal Year 2014-2015

DIVISION: Agency-wide

SUMMARY:

Issue: Purchase of a new Caterpillar 420F BHL Backhoe

Recommendation: It is recommended that the Board of Directors approve the purchase of a new Caterpillar 420F BHL Backhoe from Quinn Caterpillar for \$136,000.

Fiscal Impact: The adopted Fiscal Year 2014-2015 budget includes \$136,841 for the purchase of a new Backhoe.

BACKGROUND:

Moulton Niguel Water District (MNWD) currently owns two backhoes in its equipment fleet. MNWD’s Street Crew utilizes these backhoes on a daily basis to accomplish its daily work load. The backhoes are typically used to load spoils and material into dump trucks, assist with pulling service lines, and to facilitate deep excavation and repair of water and sewer lines that cannot be accomplished with hydro-excavators. The backhoes are also commonly used to lift large steel plates and also for shoring, piping, and valving while on job sites.

Purchase of a new backhoe is necessary in order to replace an existing backhoe that has reached the end of its useful service life. Purchase of a new backhoe was approved as part of fiscal year 2014-15 budget. Requirements and specifications for the new backhoe were developed by staff based on equipment needs to support essential District field functions.

DISCUSSION:

Comparative price analysis for this equipment purchase was performed through the National Joint Powers Alliance (NJPA), which is a public agency that enters into cooperative purchasing contracts for the benefit of its members. NJPA contracts are competitively solicited nationally, reviewed, evaluated by committee, and recommended to the NJPA Board of Directors for award.

As a member of NJPA, MNWD is permitted to make purchases under NJPA contracts. MNWD is authorized by California Government Code Section 6502 and Section 4 (c) of MNWD's 2009 Purchasing Policy to participate in cooperative purchasing agreements with other public agencies. Staff evaluated backhoe models available on the market and found that the Caterpillar 420F BHL ST TIER 4I Backhoe best meets the requirements and specifications required by MNWD. The lowest price for this equipment is offered through the NJPA contract with Caterpillar, Inc.



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Ray McDowell, Engineering Superintendent

SUBJECT: Via Lomas Slope Repair

DIVISION: Three

SUMMARY:

Issue: Staff issued a Notice Inviting Sealed Proposals (Bids) for the Via Lomas Slope Repair.

Recommendation: It is recommended that the Board of Directors award a construction contract to GCI Construction Inc. in the not-to-exceed amount of \$63,000; authorize the General Manager to execute the contract; and authorize the General Manager or designee to execute contract change orders up to 10% of the contract value.

Fiscal Impact: This project is funded through Moulton Niguel Water District's Operating Budget. Sufficient funds have been budgeted for Fiscal Year 2014-15 in the system repairs line item to cover these costs.

BACKGROUND:

The Via Lomas Slope Repair is located within the City of Laguna Hills. Exhibit A shows the location of the project. The slope repair is a result of a potable water line break between Aliso Meadows Apartments and Rancho Monterey Complex last year. The water main has been repaired and placed back into service. The mud and debris have been removed. The remaining portion of the project is the slope repair and landscape restoration.

At the August 2013 Board of Directors meeting, the Board of Directors authorized expense not-to-exceed \$150,000 for the Via Lomas Slope Repair.

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Staff contracted with GMU Geotechnical to develop a geotechnical investigation report for erosional repair. The report summarized the limits of the erosion and repair method which staff used to acquire the grading permit from the City of Laguna Hills and incorporate into the contract documents for the slope repair. Staff has also met with the Aliso Meadows Board to discuss the scheduling and details of the project.

DISCUSSION:

The District requested bids from three contractors. On June 18, 2014, staff received two sealed bids for the subject contract. The table below summarizes the received bids:

Firm	Bid
GCI Construction	\$63,000
Kunos Grading	\$68,250
GM Grading and Emergency	Non-Responsive

Staff reviewed the bids and determined that the lowest responsible and responsive bidder is GCI Construction. Staff recommends that GCI Construction be awarded the contract.

SUMMARY OF PROJECT BUDGET:

The table below summarizes the project budget:

	Adopted Budget	Revised Budget	Expended to Date
Project Items			
Mainline Repair	\$30,000	\$26,549	\$26,549
Site Cleanup & Restoration	\$17,000	\$6,702	\$6,702
Debris Removal	\$20,000	\$9,830	\$9,830
Landscape Restoration	\$30,000	\$7,500	\$0
Geotechnical	\$12,000	\$15,000	\$9,550
Slope Repair	\$36,000	\$69,300	\$0
Clover Hill Landscape Repair	\$5,000	\$3,090	\$3,090
Totals:	\$150,000	\$137,971	\$55,721



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Megan Geer, Contracts and Procurement Manager

SUBJECT: Repair Services for On-Site Monitoring Systems

DIVISION: District-wide

SUMMARY:

Issue: Staff requires authorization to enter into a multi-year service agreement for repair services for its on-site chlorine monitoring systems (Clor-tec Systems).

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute a service agreement with Superior Water Technologies, Inc. for a not-to-exceed amount of \$80,000.

Fiscal Impact: Sufficient funds have been approved in the 2014-15 and 2015-16 Fiscal Year Budget.

BACKGROUND:

Although Moulton Niguel Water District’s (MNWD) Water Distribution department provides on-going maintenance and minor repairs of the numerous Clor-tec Systems throughout the water system, more specialized repairs of major pumps, valves, injection lines, and acid washes are typically performed by a specialized contractor. Based on past expenditure levels, MNWD expects to spend approximately \$40,000 per year on Clor-tec System repair services (approximately \$30,000 in labor and \$10,000 in parts).

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DISCUSSION:

Staff issued a Request for Quotation (RFQ) to three specialty suppliers capable of providing Clor-tec System repair services. The respondents are listed in the table below. The RFQ requested labor rates for comparison. The proposals were priced as follows:

Summary of Proposals: Clor-tec System Repairs	
Contractor	Labor Cost
Superior Water Technologies, Inc.	\$124/hour
PSI	\$145/hour
Severn Trent	\$150/hour

Based on pricing, staff is recommending MNWD enter into a contract with Superior Water Technologies, Inc. for a not-to-exceed amount of \$40,000 during the 2014-15 Fiscal Year with the option to extend the contract for an additional not-to-exceed amount of \$40,000 for the 2015-16 Fiscal Year. The contract is attached for reference and includes the standard ten day termination clause.

Attachment: Service Agreement

**SERVICES AGREEMENT BETWEEN MOULTON NIGUEL WATER DISTRICT AND
SUPERIOR WATER TECHNOLOGIES, INC.
MAINTENANCE AND REPAIR FOR ON-SITE MONITORING SYSTEMS
Contract No. OM14-15.005**

THIS AGREEMENT is approved and entered into as of July ____, 2014 (the “Effective Date”), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter called “District”, and SUPERIOR WATER TECHNOLOGIES, INC., hereinafter called “Contractor”. District and Contractor are sometimes referred to in this Agreement individually as a “party” or jointly as the “parties.”

RECITALS

A. District requires as-needed repair and maintenance services for its on-site chlorine monitoring systems.

B. Contractor has provided a cost proposal to District for the repair and maintenance services and Contractor is willing to provide such services in the manner detailed in the cost proposal.

NOW, THEREFORE, District and Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK**. Contractor shall perform the Services in accordance with the general scope of work, construction standards and added general terms set forth in attached **Exhibit A** (“SOW”) and the other terms of this Agreement from time to time as directed by District at the service locations listed in **Exhibit B** attached hereto and incorporated herein. Contractor acknowledges and agrees District does not guarantee any minimum or maximum amount of Services to be provided under this Agreement. This Agreement, including all attached exhibits, as well as the terms and conditions of any municipal permits or licenses issued in connection with the Services and change orders together form the agreement between the parties the (“Agreement”). Contractor shall provide all labor, materials, tools, equipment, supplies, utilities and transportation services required to perform the Services, subject to compliance with the Agreement requirements.

(a) The Services shall be completed in accordance with the construction standards, the SOW, and the permitting or other requirements of any governmental entity within whose jurisdiction the Services are performed, which are by this reference incorporated into this Agreement. It shall be the Contractor’s responsibility to ascertain and keep informed of all such existing and future requirements of other governmental entities concerning the Services performed under this Agreement, including acquisition of necessary permits and licenses by municipalities related to Services in public right of way and payment of the fees or costs thereof.

(b) Public Safety. Contractor shall be solely and completely responsible for conditions of the Service sites, including safety of all persons and property during performance of the Services. Contractor’s operations for the Services shall be conducted so as to provide maximum safety to Contractor’s employees, to the general public and District’s representatives, and in compliance with all safety laws, rules and regulations of the State of California (“State”), federal, and local

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agencies. It is Contractor's responsibility to have a current safety program on file with District prior to commencement of any Services under this Agreement.

(c) Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work that it can prosecute properly with due regard to the rights of the public. Contractor shall comply with all terms of any permits issued by public agencies for the Services.

(d) Compliance with Law. Contractor shall at all times observe and comply with, and cause its agents, employees and representatives to observe and comply with, all State, Federal, and local existing and future laws, rules, regulations and orders in the performance of the Services or this Agreement in any manner, including any permits issued for the Services.

2. TIME FOR COMPLETION. Contractor agrees to complete all work within the time periods set forth in the SOW. Time is of the essence in this Agreement. Performance of any Services must be coordinated with District and, if applicable, the local municipality, to ensure minimal disruption both to any public use of right of way and to the operation of District's facilities.

Contractor agrees to coordinate the Services to ensure their timely completion and shall promptly notify District of any anticipated delays or causes or casualties beyond Contractor's control which may affect the work schedule. Contractor shall not begin work on any services pursuant to this Agreement until receipt of District's written direction to proceed. Upon receipt of such notice, Contractor shall immediately commence performance of the Services. Time is of the essence in the performance of the Services.

3. DISTRICT OBSERVATION, CITY INSPECTION. Contractor's performance of Services may be subject to observation by District's representatives and inspection by local municipalities. The observation, if any, by the District's Representative of the Services shall not relieve Contractor of any of obligations under the Agreement as prescribed, or Contractor's obligations to perform the Services in accordance with all terms and provisions required by municipal permits and municipal inspection standards. If applicable, District may require written evidence of municipal inspection and approval prior to District's acceptance and payment for Services.

4. AGREEMENT PRICE; TERM.

(a) Compensation. District agrees to pay Contractor and Contractor agrees to accept payment in an amount not-to-exceed **Forty Thousand Dollars (\$40,000.00)** ("agreement maximum amount") as total compensation for all Services required by this Agreement, including reimbursable expenses such as materials and/or supplies. Payment for additional reimbursable expenses will only be made when said expenses are authorized by the Superintendent of Operations or his/her designee prior to being incurred.

(b) Compensation for Services will be billed by Contractor in accordance with District's invoicing requirements, including sufficient detail on work items under the Agreement pricing. Contractor's invoice will account for the location of the Services performed in addition to sufficient cost details as required by District. Subject to District's "final acceptance" of Services, District will make payment to the Contractor within thirty (30) calendar days of receipt

and approval of an invoice by District, provided District may withhold amounts as necessary to satisfy properly filed claims for labor or material; estimated actual costs for correcting defective work; and amounts claimed by District as forfeiture due to delay or offsets. "Final acceptance" shall be defined as the formal action by District accepting the Services as being complete, as evidenced by District's written acceptance. No certificate given or payment made under the Agreement shall be conclusive evidence of performance of the Agreement and no payment shall be an acceptance of any defective work or improper materials.

(d) Acceptance and payment by District for the Services furnished under the Agreement will not in any way relieve Contractor of its responsibility to perform the Services and the Agreement in strict accordance with State, Federal, and local law. Neither District's acceptance of, nor payment for, any Services will be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Agreement.

(e) The term of the Agreement is effective as of the Effective Date to and including June 30, 2015 ("expiration"), unless otherwise terminated earlier by either party pursuant to Section 11. This Agreement may be extended, at District's option, for an additional year to June 30, 2016, at the prices listed in Exhibit A. Subject to the District's sole discretion, an extension will be based upon a satisfactory review of Contractor's performance, District's needs, and appropriation of funds and approval by the District's Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

5. PUBLIC LAW REQUIREMENTS; PREVAILING WAGE. District is a public agency in the State and is subject to the provisions of law relating to public contracts. The Services are subject to the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. In the performance of the Services herein, Contractor shall comply with the Prevailing Wage Laws, including but not limited to the payment of prevailing wages in accordance with the terms of Exhibit C to this Agreement.

6. AGREEMENT DOCUMENTS. The Agreement includes all of the Agreement documents as follows: the SOW; this Agreement; all exhibits to the foregoing documents; and any executed change orders.

7. NO SUBCONTRACTORS. Contractor agrees and represents that none of the Services will be subcontracted, and that Contractor will perform all Services. It is agreed and acknowledged that should Contractor fail to conform hereto or with any of the requirements of Section 4100 *et seq.* of the Public Contract Code, Contractor shall be subject to the applicable statutory penalties, and to the requirements of Labor Code Sections 1777.1 or 1777.7 relating to payment of wages to ineligible subcontractors' employees, and the corresponding return of all subcontracting payments to District.

8. INSURANCE

(a) In addition to the requirements set forth below, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Contractor in

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connection with or related to the Services provided under the Agreement.

(b) During the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by District as listed in this Section 8. Contractor shall not commence Services under the Agreement until it has obtained all insurance required by the Agreement nor shall Contractor allow any allowed subcontractor to commence Services until all insurance required has been obtained.

(c) The general liability and business automobile insurance will be comprehensive in form, for the term of this Agreement and on a 'per occurrence' basis. All policies will have a clause providing that thirty (30) calendar days written notice will be given to District prior to any cancellation of such policies. All insurance will be issued and underwritten by insurance companies having at least an "A-" policyholder's rating and a financial rating not less than Class VII in accordance with the most current Best's Rating Guide - Property/Casualty, or better, or as otherwise approved by District. Contractor may satisfy the limit requirements set forth below in a single policy or multiple policies, provided, however, that any such additional policies written as excess insurance will not provide any less coverage than that provided by Contractor's first or primary policy. *All policies shall name Moulton Niguel Water District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, City of San Juan Capistrano and each of their directors, elected officials, officers, employees and agents, and any other public entities issuing permits for entry in public right of way to perform the Services, and Districts of record of all property on which entry will be made to perform the Services*" as additional insureds thereunder ("Additional Insureds"). All of the policies of insurance provided hereunder shall be primary insurance and not contribute with any other insurance maintained by the Additional Insureds, and the insurer shall waive all rights of subrogation and contribution it may have against the Additional Insureds. In the event any of said policies of insurance are canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 8 to District.

(d) In the event District consents, and Contractor subcontracts any portion of the Services under the Agreement, the agreement between Contractor and such subcontractor shall require the subcontractor to maintain the same policies, limits and terms of insurance that Contractor is required to maintain pursuant to this Section 8, in accordance with all of the requirements of this Section 8.

(e) Contractor shall take out and maintain at all times during the Agreement the following policies of insurance, **which shall comply with the other terms of Section 8 as well as the following:**

- (i) Workers Compensation Insurance and Employers Liability Insurance, Worker's compensation insurance as required by State laws, and employer's liability insurance with limits not less than \$1,000,000 each accident and \$1,000,000 for disease per employs. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. Provider shall execute the Certificate required by Section 1861 of the Labor Code on **Exhibit D** attached to this Agreement prior to commencement of any Services.

- (ii) Commercial General Liability Insurance. Commercial general liability in a combined limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate with such aggregate to apply separately to the tree maintenance services. Commercial General Liability insurance coverage shall be equivalent to Insurance Services Office Form CG 00 01. Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in Section 8 of this Agreement. This insurance shall name the Additional Insureds using ISO endorsement CG 20 10 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.
- (iii) Business Automobile Insurance. Business automobile insurance with a liability limit of not less than \$1,000,000 each accident. The policy shall include coverage for owned, non-owned, and hired vehicles.

(f) Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 8 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to District, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

9. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend District, City of Aliso Viejo, City of Dana Point, City of Laguna Hills, City of Laguna Niguel, City of Mission Viejo, City of San Juan Capistrano, and their directors, elected officials, officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, in connection with, or resulting from, or alleged to have arisen out of or resulted from the performance of the Services hereunder, provided that any such claim, damage, losses and expenses are: (a) attributable to bodily injury, sickness, disease and death, or for damage to, or loss or destruction of property including the loss of use resulting therefrom; and (b) caused or alleged to have been caused by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder (except for the sole negligence or willful misconduct or active negligence of such party); or (c) due to failure, neglect or refusal of the Contractor to faithfully perform the Services and all of the Contractor's obligations under the Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this Section 9.

In any and all claims against the indemnified parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor, or other person under workers' compensation acts, disability benefit acts, or other employee acts.

This indemnity obligation shall survive the termination or expiration of the Agreement and the completion of the work hereunder.

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10. WARRANTY. Contractor shall and hereby does warranty all Services, including materials and installation, for a period of three hundred sixty-five (365) days from the District's *final acceptance (see Section 4 (b) for definition)* of the Services ("Warranty Period"), and shall repair and replace any and all Services, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials, or that does not meet the requirements set forth in the SOW, within the Warranty Period, without expense whatsoever to District and with ordinary wear and tear and unusual abuse or neglect excepted. Furthermore, the Vortex mast assembly and all other components within the Reservoir are warranted for a period of ten (10) years. The pump is warranted for a period of three (3) years. Contractor shall provide a warranty bond in full force for the Warranty Period from a surety licensed and admitted in the State and acceptable to District. In the event of Contractor's failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, District is hereby authorized to proceed to have the defects repaired or replaced and made good at the expense of Contractor who hereby agrees to pay the cost of and charges therefore immediately on demand, or District may tender demand to the surety under the warranty bond. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required by this Section 10. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by District, or the warranty bond surety does not respond, District may, notwithstanding the provisions of this Section 10, proceed to make such correction or provide such attention, and the costs of such corrections or attention shall be charged against Contractor. Such action by District will not relieve Contractor of the guarantees provided in this Section 10 or elsewhere in the Agreement.

This section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which Contractor or a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to furnish District with all appropriate warranty certificates upon completion of the Services. No warranty whether provided for in this Section 10 or elsewhere shall in any way limit the liability of Contractor or its sureties or insurers under the indemnity or insurance provisions of the Agreement. This warranty obligation shall survive the termination or expiration of the Agreement as to all completed Services.

11. TERMINATION. Either party may terminate this Agreement by providing written notice to the other party ten (10) business days in advance of the date of termination; provided, District may terminate the Agreement without any advance notice in the event Contractor is in material breach of any of the terms of this Agreement, as determined by District in its discretion. In the event Contractor terminates this Agreement, Contractor is responsible for the completion of any Services still outstanding under a SOW in accordance with the terms of the Agreement. Contractor's indemnity and warranty obligations shall survive the expiration or termination of this Agreement, as well as any outstanding obligations of Contractor at the time of termination. On any termination, Contractor will be entitled to the reasonable value of the Services performed for which it has not received prior compensation, subject to any offset from such payment representing District's damages from any material breach of the terms of the Agreement by Contractor or as otherwise provided for under Section 4. In no event, will Contractor be entitled to receive compensation in excess of the compensation specified under Section 4 of this Agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

12. RECORDS. Contractor shall preserve and retain any and all records of or related to the Services, including all records of or related to this Agreement and the Services and obligations contained herein, for a period of no less than four (4) years commencing upon final payment to Contractor under the Agreement or, if an examination, review or audit is commenced but not completed within such period, until such examination, review or audit has been completed. Additionally, pursuant to Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy such records during the three (3) year period following final work order and payment to Contractor pursuant to the Agreement. Contractor, upon request, shall make the records of the work available for the purposes described in this section at all reasonable times during the period Contractor is required to preserve and maintain such records.

13. SUCCESSORS; ASSIGNMENT. This Agreement is binding on the successors of the parties. This Agreement may not be assigned by Contractor except upon written consent of District.

14. ATTORNEYS' FEES. In the event of any declaratory or other legal or equitable action instituted between District and Contractor in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its attorneys' fees, and costs and expenses.

15. NOTICE. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person or to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Contractor: Superior Water Technologies, Inc.
33 Hammond, Suite 209
Irvine, CA 92618
Attn: Mark Malmquist
Telephone: (949) 241-2096

If to District: Moulton Niguel Water District
Attn: Water Distribution Supervisor
26161 Gordon Road
Laguna Hills, CA 92653
(949) 831- 2500
(949) 831-7991 FAX

Any notice to Contractor's surety (or any other person) shall be addressed to the addresses provided in the Agreement or such substitute addresses in accordance with the terms provided herein. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be fully delivered and received 24 hours after mailing as provided above.

16. INTEGRATION; ATTACHMENTS. This Agreement supersedes any and all Contracts between the parties hereto which are prior in time to this Agreement. Neither District

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nor Contractor shall be bound by any understanding, Agreement, promise, representation or stipulation expressed or implied not specified herein. The Exhibits attached hereto are incorporated herein as part of this Agreement are deemed to form part of the Agreement terms upon execution. Notwithstanding anything to the contrary in this Agreement, the terms set forth in this Agreement shall prevail in the event of any inconsistencies with the Contractor's proposal, any other vendor proposal document, purchase order or other written documentation for services or products or any other document relating to the Services provided pursuant to this Agreement.

17. PARTIAL INVALIDITY. If any section of this Agreement or provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or enforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of the Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

18. AMENDMENTS. No addition to or modification of any provision contained in the Agreement shall be effective unless fully set forth in a writing signed by both District and Contractor.

19. GOVERNING LAW; VENUE. The Agreement shall be construed in accordance with and governed by the laws of the State. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

20. DUE AUTHORITY OF SIGNATORIES; COUNTERPARTS. Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the party he or she represents to execute, and thereby bind such party to, this Agreement. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and both of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“DISTRICT”: MOULTON NIGUEL WATER DISTRICT

By: _____
Title: General Manager

“CONTRACTOR”: SUPERIOR WATER TECHNOLOGIES, INC.

By: _____
Title: Authorized Officer/Representative*

* Complete and attach one of the following: Corporate Certificate executed by Corporate Secretary; or, Notarization of Authorized Officer/Representative signature

[Signature page for On-Site Monitoring Systems Services Agreement]

CORPORATE CERTIFICATE*

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing Agreement; that _____, who signed said Agreement on behalf of Contractor, was then President of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its Governing Body and is within the scope of its corporate powers.

[_____] , Secretary

(CORPORATE SEAL)

*To be completed if Contractor is a corporation. If Contractor is a joint venture or partnership that includes a corporation(s), a certificate must be obtained from District's office, completed and attached to this page.

EXHIBIT A

Scope of Work, Pricing

See attached Proposal



Project name: Moulton Niguel WD, Contract Services

Proposal No.: 1354

For: Ronin Goodall

Date: June 12, 2013

Proposal Expiration Date: 12/31/13

We propose to provide equipment, materials, and labor to complete the following services:

Supply contracted or on-call services as directed by District staff to provide assistance with facility maintenance and repair needs. Services are offered for all MNWD water production and management facilities on an as needed basis by hourly rate or contract term.

Scope of services offered includes:

Reservoir Facilities with Reservoir Management Systems:

Perform regular visits to each reservoir site for facility inspection, equipment calibration, and test operation of all systems. Scope of work offered may include any of the following services;

- Check all facility systems for proper operation.
- Collect water samples for field check of chlorine and ammonia residuals.
- Calibrate chlorine residual analyzers as required.
- Perform pump calibration confirmation with calibration column drawdown test.
- Inspect all systems for leaks and perform or schedule repairs as required.
- Inspect chemical feed systems and process piping for proper condition and operation.
- Confirm and maintain proper operation of all system monitoring and safety equipment.
- Communicate with District Staff to assess and coordinate repairs and services.
- Prepare and maintain daily /weekly/monthly and on-going logs & reports of system status and work performed or required for each site maintained. Submit reports as directed to MNWD management staff.

Provide cyclical and preventative maintenance services;

On-site hypochlorite generators;

- Acid wash electrodes, periodic on-schedule, or as-needed
- System tuning and maintenance
- Diagnostic and repair

- Control panel maintenance and repair
- Safety systems maintenance

Chlorine residual analyzers:

- Clean flow cells, needle valves and pressure regulators.
- Replace probe membranes and electrolyte as required.
- Test water sample return systems for proper operation.

Chemical metering pumps and storage tanks:

- Inspect pumps for proper speed calibration, adjust as required.
- Perform preventative maintenance on diaphragm pumps
- Inspect peristaltic pump tubes, replace as required.
- Reverse pump rotation on fixed schedule to maximize tube life.
- Inspect roller assemblies, clean regularly.
- Confirm pumps settings for proper metering rates.
- Check and calibrate tank level indicators as needed.
- Inspect tanks and tank piping.

Reservoir mixing and chemical injection systems:

- Inspect reservoir mixers for proper operation and condition.
- Check and clean chemical injection systems on fixed schedule.
- Repair out-of-warranty mixers as required.
- Upgrade existing systems as directed.
- Install new equipment or components as directed.

Scope of services may include any of the following as needed:

- **Provide fixed rate 'On-Call' services 365 days per year as needed.**
- Provide equipment performance enhancement solutions.
- Repair leaks in chemical process piping and feed lines.
- Repair or replace chemical metering pumps as required.
- Install new equipment or systems as directed.
- Replace submersible reservoir mixing pumps and controllers.
- Replace chemical feed tubing and associated equipment.
- Service and repair chemical residual analyzers.
- Repair analyzer sample water feed and return systems.
- Repair system electrical and communication components and wiring.
- Repair and replace chemical process piping and components as required.
- Repair ammonia chiller system components and controls.
- Service and repair building ventilation and lighting systems.
- Other services as directed.

Provide all services listed above at \$104 per hour with all equipment and small consumables included.

Hourly rate applies to all dates and hours worked. No premium or over-time charges for after-hours, weekend, and holiday service.

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EXHIBIT B

Services Locations

EXHIBIT C

Prevailing Wage Requirements

PREVAILING WAGE

The Contractor and any of its subcontractors shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the State or District, not more than \$50.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates as determined by the Labor Commissioner for such work or craft in which such worker is employed for any work done under the Agreement by the Contractor or by any of its subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, shall be paid to each worker by the Contractor. District will withhold penalties from Contractor's payments then due upon receipt of notification by the State Department of Industrial Relations divisions.

The specified wage rates are minimum rates only, and District will not consider and shall not be liable for any claims for additional compensation made by the District because of payment by District of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified shall be adjusted by the District at its own expense.

TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining Agreements.

APPRENTICES

Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any of its subcontractors.

The Contractor and any of its subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in a forfeiture of not more than \$100.00 for each calendar day of non-compliance which shall be withheld from progress payments by District upon notice from the Department of Industrial Relations. The District or any of its subcontractors that knowingly commits a second or subsequent violation of Section 1777.5 shall forfeit as a civil penalty the sum of not more than \$300.00 for each full calendar day of noncompliance. (Labor Code Section 1777.7.)

HOURS OF LABOR

The Contractor shall forfeit as a penalty to the District \$25.00 for each worker employed in the execution of the Agreement by the Contractor or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of 8 hours per day and 40 hours during any one

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week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable Contractor or Contractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the District, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the District, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the Contractor and/or Contractor and the name, address, and telephone number of all employees does not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten days of the date a written request for payroll records has been received.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of \$25.00 per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the District shall withhold penalties under this article or Labor Code Section 1776 from the Contractor's payments then due.

COPY OF PREVAILING WAGE RATES

The District shall post a copy of the general prevailing rate of per diem wages at the job site pursuant to Section 1773.2 of the California Labor Code. Copies of the prevailing rate of per diem wages are on file at District's principal office and shall be made available upon request.

*** In the event of any discrepancies between this Exhibit and any of the statutory sections cited above, or any successor provisions thereto, the statutory terms and requirements shall control and are incorporated prospectively by this reference.**

EXHIBIT D

**MOULTON NIGUEL WATER DISTRICT
ON-SITE MONITORING SYSTEMS SERVICES
(Fiscal Year 2014-15)**

WORKERS' COMPENSATION DECLARATION

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

(ONE OF THE BOXES BELOW MUST BE CHECKED, AND FORM SIGNED BELOW)

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

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

Carrier _____

Policy Number _____

I certify that, in the performance of the Services on this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____

Contractor: _____

Authorized Officer/ Representative

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



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Megan Geer, Contracts and Procurement Manager

SUBJECT: Ammonia Products and Delivery Service Agreement

DIVISION: District-wide

SUMMARY:

Issue: Staff requires authorization to enter into a multi-year service agreement to purchase ammonia for the on-site chlorine monitoring systems.

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute a service agreement with Airgas, Inc. for a total not-to-exceed amount of \$50,000 during Fiscal Years 2014-15 and 2015-16.

Fiscal Impact: Sufficient funds have been approved in the 2014-15 and requested in the 2015-16 Fiscal Year Budget.

BACKGROUND:

Moulton Niguel Water District's (MNWD) Water Distribution department oversees the water quality and flow demands of MNWD's water supply, including maintenance of MNWD's 20 on-site chlorine monitoring systems (Clor-tec Systems), as well as other water distribution functions.

MNWD requires the purchase and delivery of ammonia to its Clor-tec Systems locations throughout the year on an as-needed basis. The ammonia is combined with chlorine to create chloramines to ensure appropriate levels in the potable water system. Based on past expenditure levels, staff expects to spend approximately \$25,000 per year on ammonia products. The supplier will provide the ammonia and deliver it to each of the requested Clor-tec locations.

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DISCUSSION:

Staff issued a Request for Quotation (RFQ) for the ammonia delivery service to suppliers capable of providing the desired product and services. The respondents are listed in the table below. The RFQ requested unit prices and delivery fees. The proposals were priced as follows:

Summary of Proposals: Ammonia		
Contractor	Product Cost	Delivery
Airgas, Inc.	\$0.60/gal.	\$25.00/delivery
Hill Brothers	\$0.60/gal.	\$30.00/delivery
Brenntag	Non responsive	Non responsive

Based on its pricing, staff is recommending MNWD enter into a contract with Airgas, Inc. for a not-to-exceed amount of \$25,000 during Fiscal Year 2014-15 with the option to extend the contract for an additional not-to-exceed amount of \$25,000 for the Fiscal Year 2015-16. The contract is attached for reference and includes the standard ten day termination clause.

Attachment: Service Agreement

**AMMONIA DELIVERY SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND AIRGAS, INC.
AGREEMENT NO. OM14-15.004**

THIS AGREEMENT is made and entered into on July __, 2014 (the "Effective Date"), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as "MNWD", and Airgas, Inc., hereinafter referred to as "Contractor". MNWD and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

- A. MNWD requires ammonia delivery services at MNWD's reservoir locations.
- B. MNWD desires to utilize the services of Contractor to provide ammonia delivery services, as described in Exhibit "A" attached hereto (hereinafter, the "Services").
- C. Contractor is qualified to accomplish the necessary Services and has agreed to provide such Services to MNWD.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

1. Scope of Agreement.

MNWD agrees to retain Contractor, and Contractor agrees to provide all Services as described in "Exhibit A" attached hereto and incorporated herein by reference. Contractor agrees that its provision of Services under this Agreement shall be within accepted standards for such services. The service locations are listed in Exhibit "B" attached hereto and incorporated herein.

2. Term.

The Agreement shall commence on the Effective Date and continue through June 30, 2015, unless otherwise terminated by either party pursuant to Section 6 herein. This Agreement may be extended, at MNWD's option, for an additional one (1) year term, at the pricing listed on Exhibit A. Subject to MNWD's sole discretion, an extension will be based upon a satisfactory review of Contractor's performance, MNWD's needs, and appropriation of funds by the MNWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

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3. Time for Completion.

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to reasonable schedules established by MNWD. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor.

4. Compensation.

MNWD shall pay Contractor total compensation for Services in accordance with the pricing listed in "Exhibit A" attached hereto and by reference made a part of this Agreement. The total compensation paid for services pursuant to the Agreement shall not exceed **Twenty-five Thousand Dollars (\$25,000.00)**.

Contractor shall submit detailed invoices on a monthly basis, based upon services provided, accompanied by backup documentation as requested by MNWD. Contractor shall provide MNWD with a monthly itemization of all work performed, and the fees accrued thereon, in complete and sufficient detail to fully apprise MNWD thereof.

5. Non-Exclusive Agreement.

This is a non-exclusive Agreement. Contractor acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other Contractors for the Services in its sole discretion.

6. Termination.

Either party may terminate this Agreement in whole or in part at any time, without cause, upon giving the other party ten (10) days' written notice. In the event of such termination, Contractor shall be entitled to compensation for work performed through and including the effective date of termination.

Additionally, MNWD may suspend performance by Contractor of any or all services listed in the Scope of Work under this Agreement by providing written notice to Contractor at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, Contractor shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

Contractor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and Contractor agree that in the event MNWD suspends or terminates performance by Contractor for any cause other than the intentional or negligent error or omission of Contractor, Contractor shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 4 of this Agreement.

7. Relationship Between the Parties.

A. The relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a MNWD employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as MNWD officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither MNWD nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at MNWD's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against MNWD, or bind MNWD in any manner.

C. No MNWD benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, MNWD shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. MNWD shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

8. Insurance.

A. In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by MNWD as listed in this Section 8. Contractor shall not commence services under the Agreement until it has obtained all insurance required by the Agreement. Executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 8 shall be provided by Contractor with the Contractor's executed copy of this Agreement, and prior to commencement of any services.

1. General Liability / Automobile Liability Insurance. Contractor and each of its subcontractors shall maintain throughout the term of this Agreement a General Liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by Contractor and its subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents arising the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per

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occurrence limit specified in this section with such aggregate to apply separately to the Project.

All insurance provided under this Section 8.A.1 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in a form acceptable to MNWD.

2. Worker's Compensation. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of work under this Agreement. Contractor and subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and representatives.
3. Requirements of All Policies. All policies of insurance required under this Section 8 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. Contractor shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

B. In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the Contractor's (and its subcontractor's) insurance, and shall not contribute to such insurance.

C. Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers, employees and representatives; or the Contractor shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a

material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

D. Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 87 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to MNWD, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

9. Indemnity.

To the fullest extent allowed by law, Contractor agrees to indemnify, defend and hold harmless MNWD, its Board Members, officers, officials, agents and employees, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or sole willful misconduct of MNWD and will make good to and reimburse MNWD for any expenditures, including reasonable attorneys' fees, MNWD may incur by reason of such matters, and if requested by MNWD, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to MNWD after receiving written notice of the legal action and a tender and demand for defense, MNWD shall have the right to select counsel of its own choice to represent all the MNWD's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by MNWD from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

10. Compliance with Law.

Contractor certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

11. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic

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transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To MNWD: Correspondence:

 Moulton Niguel Water District
 Attn: Ronin Goodall
 26161 Gordon Road
 Laguna Hills, CA 92653

 Invoices:
 Moulton Niguel Water District
 Attn: Purchasing Department
 26161 Gordon Road
 Laguna Niguel, CA 92653

To CONTRACTOR:

 Airgas, Inc.
 Attn: Ted Cruz
 6270 Wilderness Av.
 Riverside, CA 92504

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

12. Licenses and Qualifications.

Contractor represents and warrants to MNWD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to MNWD that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

13. Agreement Execution Authorization.

Each of the persons executing this Agreement represent and warrant that they are authorized to sign this Agreement on behalf of the entity for which he/she is signing and empowered to bind such entity.

14. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to

be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

15. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

16. Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, and term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Modifications and Amendments to Agreement.

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

18. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

19. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by MNWD unless such assignment has had prior written approval and consent of MNWD, which consent will not be unreasonably withheld.

20. Entire Agreement.

This Agreement and its Exhibits constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

21. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such

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prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

22. Recitals.

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

23. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and the Contractor's proposal for services, the terms and conditions of this Agreement shall govern.

IN WITNESS WHEREOF, this Agreement has been executed in the name of MNWD, by its officers thereunto duly authorized, and Contractor as of the Effective Date of the Agreement as defined herein.

MOULTON NIGUEL WATER DISTRICT

By: _____

Joone Lopez

General Manager

AIRGAS, INC.

By: _____

Title: _____

EXHIBIT A

SCOPE OF WORK AND PRICING

1) Services Description

- Deliver 19% Ammonium Hydroxide Solution (“ammonia”) to the locations specified by MNWD in Exhibit “B” on an as-needed basis upon receiving a delivery request from MNWD.
- Pump ammonia directly into MNWD’s 275-gallon pressurized ammonia tanks at each location as indicated by MNWD.

2) Services Conduct

- Contractor shall ensure that all MNWD facilities are locked and secure when leaving the premises.
- Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery.
- Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public.
- Contractor will not permit unauthorized persons on site for any reason.
- All workers are required to wear uniforms while working on the property; minimum to be shirts identified with the company name.

3) Pricing

- Ammonia: \$0.60 per gallon
(200 gallon minimum per site. Freight included.)
- Hazmat Fee: \$25.00 per day
- Fuel Surcharge waived.

EXHIBIT B
RESERVOIR LOCATIONS

Address	City	Reservoir Site
25655 Nellie Gail	Laguna Hills	Mathis
29828 Golden Lantern	Laguna Niguel	Rancho
24000 Beacon Hill Way	Laguna Niguel	Bear Brand
23391 Via Bahia	Mission Viejo	Seville
27989 Marguerite Parkway	Mission Viejo	Saddleback
24773 Mendocino Court	Laguna Hills	Aliso Hills
22722 Ocean Way	Laguna Niguel	Laguna Sur
31250 Pacific Island Drive	Laguna Niguel	PID 3
22322 Pacific Park	Aliso Viejo	Moulton Peak
25343 Cedarbrook	Aliso Viejo	Rolling Hills
22483 Pacific Park	Aliso Viejo	Wood Canyon
27613 Aliso Creek Road	Aliso Viejo	Pacific Park
29348 Niguel Road	Laguna Beach	Highland
27393 Aliso Niguel	Laguna Niguel	East Aliso Creek
22404 Aliso Creek Road	Laguna Niguel	Sheep Hills
30783 Pacific Island Drive	Laguna Niguel	Aliso Summit
26433 Delemos Street	Mission Viejo	Marguerite
26872 Preciados	Mission Viejo	La Paz
26475 Lope de Vega	Mission Viejo	El Dorado
25545 Rancho Niguel Road	Laguna Niguel	Crown Valley



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Megan Geer, Contracts and Procurement Manager

SUBJECT: Salt Delivery Service Agreement

DIVISION: District-wide

SUMMARY:

Issue: Staff requires authorization to enter into a multi-year service agreement for the purchase and delivery of salt for its on-site chlorine monitoring systems (Clor-tec Systems).

Recommendation: It is recommended that the Board of Directors authorize the General Manager to execute a services agreement with Stepsaver, Inc., (Stepsaver) for a total not-to-exceed amount of \$66,000 during Fiscal Years 2014-15 and 2015-16.

Fiscal Impact: Sufficient funds have been approved in the 2014-15 and requested in the 2015-16 Fiscal Year Budget.

BACKGROUND:

Moulton Niguel Water District’s (MNWD) Water Distribution department oversees water quality and flow demands of MNWD’s water supply, including maintenance of the District’s 20 Clor-tec Systems as well as other water distribution functions.

MNWD requires purchase and delivery of salt to its Clor-tec System locations throughout the year on an as-needed basis in order to create the chloramine solution for the potable water distribution system. Based on past expenditure levels, staff anticipates approximately \$33,000 per year on salt purchase and delivery costs.

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DISCUSSION:

For the past 4 years, Stepsaver has provided salt, delivered it to each of the requested Clor-tec System locations, and filled the Clor-tec System tanks as needed.

During the Request for Quotation (RFQ) process, purchasing staff thoroughly researched salt suppliers and was unable to find another company that provides a salt delivery service similar to that of Stepsaver. Although staff was able to locate other salt suppliers, none of the suppliers were willing to provide the delivery and tank fill services to each of the Clor-tec System locations. The per-location delivery is a vital service to MNWD as it reduces the need for additional staffing resources to receive, load, deliver, and fill salt tanks at each of the locations. Stepsaver's cost of salt per gallon is comparable with other salt suppliers at \$0.12 per pound.

As Stepsaver is the only vendor that meets MNWD's delivery requirements, Staff is recommending MNWD enter into a service contract with Stepsaver for a not-to-exceed amount of \$66,000 for Fiscal Year 2014-and 2015-16. The contract is attached for reference and includes the standard ten day termination clause.

Attachment: Draft Service Agreement

**SALT DELIVERY SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND STEPSAVER, INC.
AGREEMENT NO. OM14-15.003**

THIS AGREEMENT is made and entered into on July __, 2014 (the "Effective Date"), by and between the MOULTON NIGUEL WATER DISTRICT, hereinafter referred to as "MNWD", and Stepsaver, Inc., hereinafter referred to as "Contractor". MNWD and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

- A. MNWD requires salt delivery services at MNWD's reservoir locations.
- B. MNWD desires to utilize the services of Contractor to provide salt delivery services, as described in Exhibit "A" attached hereto (hereinafter, the "Services").
- C. Contractor is qualified to accomplish the necessary Services and has agreed to provide such Services to MNWD.

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

1. Scope of Agreement.

MNWD agrees to retain Contractor, and Contractor agrees to provide all Services as described in "Exhibit A" attached hereto and incorporated herein by reference. Contractor agrees that its provision of Services under this Agreement shall be within accepted standards for such services. The service locations are listed in Exhibit "B" attached hereto and incorporated herein.

2. Term.

The Agreement shall commence on the Effective Date and continue through June 30, 2015, unless otherwise terminated by either party pursuant to Section 6 herein. This Agreement may be extended, at MNWD's option, for an additional one (1) year term, at the pricing listed on Exhibit A. Subject to MNWD's sole discretion, an extension will be based upon a satisfactory review of Contractor's performance, MNWD's needs, and appropriation of funds by the MNWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

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3. Time for Completion.

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to reasonable schedules established by MNWD. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor.

4. Compensation.

MNWD shall pay Contractor total compensation for Services in accordance with the pricing listed in "Exhibit A" attached hereto and by reference made a part of this Agreement. The total compensation paid for services pursuant to the Agreement shall not exceed **Thirty-Three Thousand Dollars (\$33,000.00)**.

Contractor shall submit detailed invoices on a monthly basis, based upon services provided, accompanied by backup documentation as requested by MNWD. Contractor shall provide MNWD with a monthly itemization of all work performed, and the fees accrued thereon, in complete and sufficient detail to fully apprise MNWD thereof.

5. Non-Exclusive Agreement.

This is a non-exclusive Agreement. Contractor acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other Contractors for the Services in its sole discretion.

6. Termination.

Either party may terminate this Agreement in whole or in part at any time, without cause, upon giving the other party ten (10) days' written notice. In the event of such termination, Contractor shall be entitled to compensation for work performed through and including the effective date of termination.

Additionally, MNWD may suspend performance by Contractor of any or all services listed in the Scope of Work under this Agreement by providing written notice to Contractor at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, Contractor shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

Contractor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and Contractor agree that in the event MNWD suspends or terminates performance by Contractor for any cause other than the intentional or negligent error or omission of Contractor, Contractor shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section 4 of this Agreement.

7. Relationship Between the Parties.

A. The relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a MNWD employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as MNWD officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither MNWD nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at MNWD's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against MNWD, or bind MNWD in any manner.

C. No MNWD benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, MNWD shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. MNWD shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

8. Insurance.

A. In addition to the requirements set forth herein, during the entire term of the Agreement, Contractor will pay for and maintain, in full force and effect, all insurance required by MNWD as listed in this Section 8. Contractor shall not commence services under the Agreement until it has obtained all insurance required by the Agreement. Executed certificates of insurance and all required endorsements evidencing the required coverage detailed in this Section 8 shall be provided by Contractor with the Contractor's executed copy of this Agreement, and prior to commencement of any services.

1. General Liability / Automobile Liability Insurance. Contractor and each of its subcontractors shall maintain throughout the term of this Agreement a General Liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by Contractor and its subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents arising the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per

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occurrence limit specified in this section with such aggregate to apply separately to the Project.

All insurance provided under this Section 8.A.1 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in a form acceptable to MNWD.

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3. Requirements of All Policies. All policies of insurance required under this Section 8 shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class XIII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. Contractor shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

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material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

D. Nothing in the insurance requirements set forth in this Agreement is to be construed as limiting the liability of Contractor or Contractor's insurers or sureties. Contractor agrees that the provisions of this Section 87 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages or other costs to MNWD, or any persons or property, resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible, including Contractor's subcontractors, if any.

9. Indemnity.

To the fullest extent allowed by law, Contractor agrees to indemnify, defend and hold harmless MNWD, its Board Members, officers, officials, agents and employees, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or sole willful misconduct of MNWD and will make good to and reimburse MNWD for any expenditures, including reasonable attorneys' fees, MNWD may incur by reason of such matters, and if requested by MNWD, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to MNWD after receiving written notice of the legal action and a tender and demand for defense, MNWD shall have the right to select counsel of its own choice to represent all the MNWD's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by MNWD from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

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11. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic

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transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To MNWD: Correspondence:

 Moulton Niguel Water District
 Attn: Ronin Goodall
 26161 Gordon Road
 Laguna Hills, CA 92653

 Invoices:
 Moulton Niguel Water District
 Attn: Purchasing Department
 26161 Gordon Road
 Laguna Niguel, CA 92653

To CONTRACTOR:

 Stepsaver, Inc.
 Attn: Bill Piccard
 1901 W 2425 S
 Woods Cross, UT 84087-2463

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

12. Licenses and Qualifications.

Contractor represents and warrants to MNWD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to MNWD that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

13. Agreement Execution Authorization.

Each of the persons executing this Agreement represent and warrant that they are authorized to sign this Agreement on behalf of the entity for which he/she is signing and empowered to bind such entity.

14. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to

be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

15. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

16. Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, and term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Modifications and Amendments to Agreement.

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

18. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

19. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by MNWD unless such assignment has had prior written approval and consent of MNWD, which consent will not be unreasonably withheld.

20. Entire Agreement.

This Agreement and its Exhibits constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

21. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such

#13.

prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

22. Recitals.

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

23. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and the Contractor's proposal for services, the terms and conditions of this Agreement shall govern.

IN WITNESS WHEREOF, this Agreement has been executed in the name of MNWD, by its officers thereunto duly authorized, and Contractor as of the Effective Date of the Agreement as defined herein.

Moulton Niguel Water District

By: _____

Joone Lopez

General Manager

Stepsaver, Inc.

By: _____

Title: _____

EXHIBIT A

SCOPE OF WORK AND PRICING

1) Services Description

- Deliver salt to the locations specified by MNWD in Exhibit “B” on an as-needed basis upon receiving a delivery request from MNWD.
- Pump salt directly into MNWD’s specified salt containers at each location as indicated by MNWD.

2) Services Conduct

- Contractor shall ensure that all MNWD facilities are locked and secure when leaving the premises.
- Contractor shall exercise due care to avoid injury to existing improvement or facilities, Utility facilities, adjacent property, and trees and shrubbery.
- Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public.
- Contractor will not permit unauthorized persons on site for any reason.
- All workers are required to wear uniforms while working on the property; minimum to be shirts identified with the company name.

3) Pricing

- Salt: \$0.12 per pound
- Delivery charge: \$12% of the total bill for each delivery made.

EXHIBIT B
RESERVOIR LOCATIONS

Address	City	Reservoir Site
25655 Nellie Gail	Laguna Hills	Mathis
29828 Golden Lantern	Laguna Niguel	Rancho
24000 Beacon Hill Way	Laguna Niguel	Bear Brand
23391 Via Bahia	Mission Viejo	Seville
27989 Marguerite Parkway	Mission Viejo	Saddleback
24773 Mendocino Court	Laguna Hills	Aliso Hills
22722 Ocean Way	Laguna Niguel	Laguna Sur
31250 Pacific Island Drive	Laguna Niguel	PID 3
22322 Pacific Park	Aliso Viejo	Moulton Peak
25343 Cedarbrook	Aliso Viejo	Rolling Hills
22483 Pacific Park	Aliso Viejo	Wood Canyon
27613 Aliso Creek Road	Aliso Viejo	Pacific Park
29348 Niguel Road	Laguna Beach	Highland
27393 Aliso Niguel	Laguna Niguel	East Aliso Creek
22404 Aliso Creek Road	Laguna Niguel	Sheep Hills
30783 Pacific Island Drive	Laguna Niguel	Aliso Summit
26433 Delemos Street	Mission Viejo	Marguerite
26872 Preciados	Mission Viejo	La Paz
26475 Lope de Vega	Mission Viejo	El Dorado
25545 Rancho Niguel Road	Laguna Niguel	Crown Valley



Moulton Niguel Water District

STAFF REPORT

TO: Board of Directors **MEETING DATE:** July 14, 2014

FROM: Marc Serna, Director of Engineering and Operations
Eva Plajzer, Assistant Director of Engineering

SUBJECT: Quarterly Communications License Program Report

SUMMARY:

Issue: Staff is responsible for administering the Communications License Program per the Communication License Agreement and License Policy adopted by the Board of Directors in March 2012.

Recommendation: This is an information item only.

Fiscal Impact: The Communication License Program is a revenue generating activity that has historically generated up to \$1.7 million per year.

BACKGROUND:

In the 1990s, the Moulton Niguel Water District (MNWD) approved the first communication facility to be constructed at one of MNWD’s sites. As the communication industry grew, MNWD was repeatedly approached about use of MNWD sites for cell tower equipment installations. MNWD developed the Communications License Program (Program) with a primary objective to provide an economic benefit to MNWD ratepayers through a monthly lease program. MNWD’s first responsibility is to provide water and wastewater service to its customers, and development of the Program should not interfere with MNWD’s ability to provide quality service. With those objectives in place, the Board of Directors (Board) approved a Communications Lease Agreement and Lease Policy, which was implemented on January 1, 2001, and updated to a Communication License Agreement and License Policy on March 15, 2012. Since that time, the Program has grown to include 56 agreements with various amendments on several of those agreements. These communications facilities are distributed among 17 MNWD sites. The Program currently generates about \$1.5 million in revenue for MNWD each Fiscal Year.

#14.

DISCUSSION:

During the period covered by this quarterly update (April, May, and June) staff has performed various internal and external activities for the Program:

Program implementation activities:

- Continue to assess internal and external procedures for processing applications and agreements to identify improvements.

Program administration activities:

Overview:

- Eleven new applications for improvements or lease amendments were received:
 - AT&T - 2
 - Sprint – 6
 - Verizon- 3
- One new application from Verizon Wireless for a new license at Nellie Gail Reservoir.
- Application fees received to date for the Fiscal Year 2013-14 are \$14,050.
- Expenses for the program for the Fiscal Year 2013-14 to date include:
 - Estimated cost of \$89,484 paid to ATS Communications (ATS) for program support.
 - Approximately 1,542 staff hours for administration, submittal review, inspections, billing, etc.
- Continued processing 33 existing applications; 2 projects were completed during this reporting period.


Activities Continued From Last Quarter:


- Continued lease amendment negotiations with Verizon, AT&T, and T-Mobile leases; currently, 12 leases are under amendment negotiations. One amendment is ready to be executed.
- Inspected cell carrier improvements at various sites.
- Continue to work with Sprint and Verizon regarding the damage notices issued for East Aliso Creek Reservoir. Sprint removed all equipment from the tank roof. Verizon is in the process of removing equipment from the tank roof.
- In anticipation of the rehabilitation of East Aliso Creek Reservoir, notified all carriers at the site that temporary turn-off or removal of their facilities may be required to accommodate construction. Staff continued to work with the carriers to make sure that construction can proceed without delays.
- Sprint notified MNWD that it will cease operating its Nextel network. At this time, Sprint plans to end the leases at five facilities: Seville Reservoir, Crown Valley Reservoir, Bear Brand Reservoir, Rancho Reservoir, and East Aliso Creek Reservoir. ATS has identified a potential lease transfer to AT&T at the Seville site. Staff continues to work with Sprint and ATS to negotiate this transaction. Staff issued two more notices to Sprint in regards to lease termination at Bear Brand and Rancho Reservoirs.
- Continued to work with carrier to obtain correct certificates of insurance.



New Activities:

- Worked with AT&T to remove the extra microwave installed at Nellie Gail Reservoir without MNWD's permission. Collected additional rent of \$4,798.39 for the time the microwave was in place without authorization.
- AT&T attempted to transfer leases at two MNWD facilities to Crown Castle. AT&T was notified that lease transfers are prohibited in its leases with MNWD. Rent checks from Crown Castle were returned and rent default notices were mailed to AT&T. Subsequently, rent payment was reinstated by AT&T.
- Collected unpaid rent from AT&T for Amendment No. 1 at Crown Valley Reservoir.
- A rent default letter was sent to Sprint-Nextel for their facility at Bear Brand Reservoir. It appears they have been deficient \$71/month since December 2009.



AS OF 07/01/14

<p>Project : Manhole Rehabilitation Program FY 12-13 Contract No: 2012.004 Contractor : Ayala Eng. Engineer : District Staff</p>	<p>MANHOLE REHABILITATION PROGRAM FY 12-13</p>												
<p>SCOPE OF WORK : Continuing rehabilitation work on (8) manholes in Mission Viejo.</p>													
<p>DETAILS :</p> <table border="0"> <tr> <td>Fund</td> <td>07 Replace and Refurbishment</td> </tr> <tr> <td>Notice To Proceed</td> <td>05/01/13</td> </tr> <tr> <td>Est. Completion Date</td> <td>05/31/14</td> </tr> <tr> <td>Authorized Expense</td> <td>\$ 190,925</td> </tr> <tr> <td>Paid To Date</td> <td>\$ 147,735</td> </tr> <tr> <td>Percent Completed</td> <td>100%</td> </tr> </table>		Fund	07 Replace and Refurbishment	Notice To Proceed	05/01/13	Est. Completion Date	05/31/14	Authorized Expense	\$ 190,925	Paid To Date	\$ 147,735	Percent Completed	100%
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Paid To Date	\$ 147,735												
Percent Completed	100%												
<p>NOTES : All work completed. Notice of completion filed on 05/28/14.</p>	<p>Manhole Locations in Mission Viejo Along Jeronimo and Alicia Parkway</p>												

<p>Project: KITE HILL PRESSURE REDUCING STATION RELOCATION Contract No: 2010.003 Contractor : Paulus Engineering Inc. Engineer : District Staff</p>	<p>KITE HILL PRESSURE REDUCING STATION RELOCATION</p>												
<p>SCOPE OF WORK : Install a new pressure reducing station and approximately 670 lf of new 10" PVC pipeline.</p>													
<p>DETAILS :</p> <table border="0"> <tr> <td>Fund</td> <td>07 Replace and Refurbishment</td> </tr> <tr> <td>Notice To Proceed</td> <td>10/22/13</td> </tr> <tr> <td>Est. Completion Date</td> <td>4/30/14</td> </tr> <tr> <td>Authorized Expense</td> <td>\$ 352,187</td> </tr> <tr> <td>Paid To Date</td> <td>\$ 316,693</td> </tr> <tr> <td>Percent Completed</td> <td>100%</td> </tr> </table>		Fund	07 Replace and Refurbishment	Notice To Proceed	10/22/13	Est. Completion Date	4/30/14	Authorized Expense	\$ 352,187	Paid To Date	\$ 316,693	Percent Completed	100%
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Paid To Date	\$ 316,693												
Percent Completed	100%												
<p>NOTES : All work is complete. Notice of completion filed on 05/28/14.</p>	<p>Finished Vault Installation</p>												

Project: El Niguel RW Pipeline Replacement Contract No: 2011.031 Contractor : Paulus Engineering Inc. Engineer : Psomas	EL NIGUEL RW PIPELINE REPLACEMENT
SCOPE OF WORK : Remove and Replace approx. 1,300 ft. of 8" Recycled water mainline with 12" Recycled water main.	
DETAILS : Fund 07 Replace and Refurbishment Notice To Proceed 02/01/14 Est. Completion Date 06/30/14 Authorized Expense \$ 475,000 Paid To Date \$ 431,715 Percent Completed 100%	
NOTES : All work completed. Notice of completion filed on 05/18/14.	
Project East Aliso Creek Res. Recirculation Project Contract No: 2011.038 Contractor : Crosno Engineer : District Staff	EAST ALISO CREEK RESERVOIR RECIRCULATION PROJECT
SCOPE OF WORK : Install sample ports, man ways, railing and recirculation and injection system.	
DETAILS : Fund 07 Replace and Refurbishment Notice To Proceed 05/01/13 Est. Completion Date 08/28/14 Authorized Expense \$ 141,000 Paid To Date \$ 89,019 Percent Completed 50%	
NOTES : Structural work to the tank is complete. Replacement of the circulation system is currently scheduled for spring 2014.	

AS OF 07/01/14

<p>Project: Regional Lift Station Pump Replacement Contract No: 2012.021 Contractor : Schuler Engineering Corp. Engineer : Psomas</p>	<p>REGIONAL LIFT STATION PUMP REPLACEMENT</p>
<p>SCOPE OF WORK : Replacement of two pumps and motors.</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Notice To Proceed 05/18/14</p> <p>Est. Completion Date 12/31/14</p> <p>Authorized Expense \$ 317,185</p> <p>Paid To Date \$ 33,000</p> <p>Percent Completed 1%</p>	
<p>NOTES : Pumps ordered, anticipated delivery November 2014.</p>	
<p>Project : East Aliso Creek Reservoir Coating Contract No: 2013.001 Contractor : J. Colon Coating Engineer : Harper and Associates</p>	<p>EAST ALISO CREEK RESERVOIR COATING</p>
<p>SCOPE OF WORK : Recoat interior and exterior</p>	
<p>DETAILS :</p> <p>Fund 07 Replace and Refurbishment</p> <p>Notice To Proceed Pending</p> <p>Est. Completion Date 10/31/15</p> <p>Authorized Expense \$ 2,550,000</p> <p>Paid To Date \$ 12,000</p> <p>Percent Completed 1%</p>	
<p>NOTES : Contract execution pending. Anticipated Start October 2014.</p>	

Project: Rehabilitation of Southridge Reservoir
 Contract No: 2013.003
 Contractor : Advanced Industrial Coating
 Engineer : Harper and Associates

**REHABILITATION OF SOUTHRIDGE
 RESERVOIR**

SCOPE OF WORK : Recoat interior and exterior



DETAILS :

Fund 07 Replace and Refurbishment
 Notice To Proceed 02/20/14
 Est. Completion Date 12/31/14
 Authorized Expense \$ 480,000
 Paid To Date \$ 14,224
 Percent Completed 1%

NOTES : Project to start October 1st.

Southridge and Wood Canyon Reservoirs

Project :Rehabilitation of Wood Canyon Reservoir
 Contract No: 2013.011
 Contractor : Advanced Industrial Services
 Engineer : Harper and Associates

**REHABILITATION OF WOOD CANYON
 RESERVOIR**

SCOPE OF WORK : Recoat interior and exterior



DETAILS :

Fund 07 Replace and Refurbishment
 Notice To Proceed 02/20/14
 Est. Completion Date 12/31/14
 Authorized Expense \$ 715,000
 Paid To Date \$ 12,000
 Percent Completed 20%

NOTES : Contractor mobilized on 05/19/14.

Wood Canyon and Southridge Reservoir Area Map