

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective on October 8, 2009, is by and between the State of California, Department of Transportation, District 4 (DISTRICT 4) and the San Francisco Bay Regional Water Quality Control Board (WATER BOARD).

### RECITALS

This MOU is intended to create a working relationship between the WATER BOARD and DISTRICT 4 to identify and implement improvements to the general operating procedures employed by DISTRICT 4 in designing, constructing, and maintaining highway projects in order to avoid potential future discharges in violation of State Permit, Regional Basin Plans, and Water Code requirements.

The parties hereto desire to memorialize their understanding that DISTRICT 4 will provide the WATER BOARD with the deliverables described below and within the timeframes set forth.

### DISTRICT 4 DELIVERABLES

- 1) DISTRICT 4 shall submit a report to the WATER BOARD'S Executive Officer that examines existing project planning procedures for addressing potential water quality impacts from construction projects, including emergency projects. This report is called the "Project Planning Water Quality Report" (PPWQR). The PPWQR shall include, but is not limited to:
  - a) Identification of potential threats to water quality, including underground utility lines, contaminated soil, and discharges of turbid water;
  - b) Identification of those situations when potholing or other exploratory methods should be used to prevent discharges of pollutants;
  - c) Preparation, review, and approval of plans to implement appropriate pollution controls during construction, including erosion and sediment controls, site management controls, and related controls; and
  - d) The roles of DISTRICT 4 staff involved in such projects, including, but not limited to, the: Resident Engineer; Branch Chief of the Office of Environmental Engineering Support; and other staff from the various DISTRICT 4 Offices, as appropriate, such as the Office of Water Quality, Office of Biological Sciences and Permits, and the Hazardous Waste branch of the Office of Environmental Engineering.
  - e) The roles and responsibilities of DISTRICT 4 contractors and DISTRICT 4's roles and responsibility for oversight of the contractors.
  
- 2) DISTRICT 4 shall submit a report to the WATER BOARD'S Executive Officer that examines existing spill identification and response procedures for potential water quality impacts from construction projects, including emergency projects. This report is called the Spill Identification and Emergency Response Plan (SIERP). The SIERP shall include, but is not limited to:

- a) The roles of DISTRICT 4 staff involved in such projects;
  - b) The roles of DISTRICT 4 contractors and DISTRICT 4's role and responsibility for oversight of the contractors
  - c) Identification of the notifications necessary when spills occur, including legally required notifications and their timing;
  - d) Identification of the spills response measures for scenarios of spills likely to occur at construction projects; and
  - e) Discussion of how those measures now are and subsequently may be incorporated to DISTRICT 4 construction projects, including into construction documents.
- 3) The reports set forth above shall identify any necessary changes or improvements to the procedures examined. The WATER BOARD may suggest any additional changes or improvements which DISTRICT 4 shall, within reason, incorporate into its existing procedures. DISTRICT 4 shall immediately implement the improvements identified in the above reports, including training on any changes as a part of the DISTRICT 4 regular training process for its resident engineers and all other employees, contractors, and subcontractors, as appropriate.
  - 4) DISTRICT 4 has prepared a workplan for submitting the above reports to the WATER BOARD. The workplan shall require the submittal of complete and final reports by no later than 180 days after the workplan is delivered to the WATER BOARD. Such deadline may be extended with the consent of the WATER BOARD.

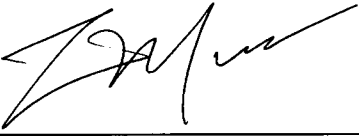
#### **GENERAL PROVISIONS**

- 1) It is understood that the above reports and any ensuing plans are guidelines without the force of laws or regulations, and their application must be viewed against the backdrop of the unique factual situations presented by each individual highway project. For example, emergency projects may not always allow for strict adherence to the principles set forth in any ensuing plan. Moreover, budgetary and scheduling constraints may influence design, construction and maintenance activities.
- 2) The parties hereto acknowledge that DISTRICT 4 cannot bind the other Caltrans Districts by this MOU, and therefore that any deliverables hereunder are of limited application to DISTRICT 4 only.
- 3) This MOU shall not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared this MOU and any uncertainty or ambiguity shall not be interpreted against any one party.
- 4) This MOU shall not be modified by any of the Parties by oral representations made before or after the execution of this MOU. All modifications must be in writing and signed by the Parties.

5) This MOU is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

**PROSECUTION TEAM**

By:   
Thomas Mumley  
Assistant Executive Officer

**CALIFORNIA DEPARTMENT  
OF TRANSPORTATION**

By:   
Bijan Sartipi  
District Director, District 4