

**CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT**

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT (Permit) is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation (CITY), and KINDER MORGAN ENERGY PARTNERS L.P. (PERMITTEE), to be effective as of the date of execution by the parties and approved by the San Diego City Attorney (Effective Date), as follows:

RECITALS

- A. CITY is the owner of certain real property located at 9449 Friars Road, San Diego, California, which is commonly known as "SDCCU Stadium" (City Property).
- B. PERMITTEE desires to enter upon an area of the City Property, namely the SDCCU Stadium parking lot, referred to herein as the "Permit Area" and shown in **EXHIBIT A: PERMIT AREA**, attached hereto. The Permit Area excludes the Stadium facility.
- C. The City grants the PERMITTEE access to the Permit Area to conduct certain activities for site restoration (described in Sections 1 and 13, below) required of PERMITTEE to comply with Addendum No. 8 (Addendum) to Cleanup and Abatement Order No. 92-01 (CAO) and Addenda (1 through 8) thereto issued by the California Regional Water Quality Control Board (RWQCB) – San Diego on April 6, 1992.
- D. Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the City Property, solely for the purpose of the following use ("Permit Use"): (a) performing the required activities on the Permit Area in order to comply with the CAO, which is the removal and/or close out of the groundwater monitoring and soil vapor extraction (SVE) wells, but excepting sentinel wells labeled as T-11, R-10, R-79AS-AM-AD and R-87AS, as prescribed by San Diego County Department of Health (DEH) permit requirements and the CAO; and (b) restoring the Permit Area by removing all waste (i.e. debris and other investigation or remediation derived materials), including the vaults and related infrastructure to an approved condition as outlined in Section 13, below. PERMITTEE acknowledges and agrees that PERMITTEE shall not remove or close out the sentinel wells labeled as T-11, R-10, R-79AS-AM-AD and R-87AS.

- 1.1 The groundwater wells will be destroyed by standard methods approved by the San Diego County DEH Monitoring Well Program in compliance with an approved destruction permit. The destruction and removal of groundwater and SVE wells, vaults, and related infrastructure will be conducted as set forth in the Restoration Plan (see attached **EXHIBIT B: RESTORATION PLAN AND SCHEDULE**). Following the destruction and removal of the groundwater and SVE wells, a well destruction report must be submitted to the San Diego County DEH Monitoring Well Program, and copies sent to the RWQCB's Geotracker as well as the CITY's Public Utilities Department at the following address: Deputy Director, Public Utilities Department Long-Range Planning & Water Resources Division, 525 B Street, Suite 300, San Diego, CA 92101.

PERMITTEE's permission to enter onto City Property is contingent upon PERMITTEE's agreement that its activities will not interfere with the use of the Permit Area or the stadium facility by CITY or its lessee. PERMITTEE also agrees that it shall submit necessary permits and approved plans for all work for the Permit Use, as further described in the Restoration Plan, in advance for all anticipated work to the manager of the City Property (Stadium Manager) and shall also notify the Stadium Manager prior to performing any activities that will last more than four (4) hours in any one calendar day, except for routine monitoring and sampling activities. PERMITTEE shall also provide the Stadium Manager with a list of all subcontractors providing work and maintenance on City Property, prior to performing any work or maintenance activities. This list shall include the name(s) of a contact person(s) and phone number(s) who can appropriately and timely respond to all questions/comments concerning the work that is being performed, and corresponding telephone number(s), for each subcontractor providing the work and/or maintenance.

2. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purpose of performing the Permit Use in order to comply with the CAO, including access to the excepted sentinel wells, removing and/or closing out all of the groundwater monitoring and SVE wells, vaults, and related infrastructure in accordance with the San Diego County permit requirements for well destruction and the Restoration Plan (see EXHIBIT B; RESTORATION PLAN AND SCHEDULE). PERMITTEE shall obtain all required and related permits, approvals, consents, authorizations, licenses, and the like, at PERMITTEE'S sole expense and PERMITTEE shall comply with all applicable laws including, but not limited to, Environmental laws, rules, and regulations related to the Permit Use. For each Permit Use activity that PERMITTEE desires to undertake within the Permit Area, PERMITTEE shall provide CITY reasonable notice in accordance with Sections 1, 8, and 25, prior to commencing the activity.
 - 2.1 Cal/OSHA. PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements of Title 8 of the California Code of Regulations as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as "Cal/OSHA").
 - 2.2 Vehicles. All vehicles used in relation to the Permit Use shall remain on existing roadways or designated access routes at all times while conducting the Permit Use.
 - 2.3 Term. The term of this Permit (Term) shall expire on the earlier of June 30, 2022 or upon any event where, in CITY's sole discretion, CITY no longer has control over the use of the real property located at 9449 Friars Road and the Permit Area.

Notwithstanding the Term set forth in section 2.3, above, failure or delay by PERMITTEE to perform any term or conditions of this Permit shall constitute a breach of this Permit and may subject this Permit to immediate termination by CITY, at CITY's reasonable discretion. For those matters which would allow for a reasonable time to cure, the CITY shall use its reasonable discretion to allow time to cure. However, for any matter which would interfere with CITY'S use of the City Property, in CITY's sole discretion, a time to cure will not be granted.

Should the Permit be terminated by CITY, the parties agree that CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit.

3. Permit Fee. PERMITTEE shall pay to CITY a one-time nonrefundable permit processing fee in

the amount of \$980.00 upon execution of this Permit.

4. CITY'S Consent Discretion. For administrative purposes, any activity covered by this Permit which requires the permission or consent of CITY shall mean the permission or consent of the Mayor, or his/her designee.
5. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE'S use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for PERMITTEE'S use of the Permit Area.
6. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, approvals, authorizations, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest.

Additionally, PERMITTEE shall not use the Permit Areas in any manner which, in the reasonable opinion of the Stadium Manager, creates a nuisance, disturbs the quiet enjoyment of the persons in the surrounding area, or interrupts or disturbs any other lessee, licensee, or permittee of the City Property.

- 6.1 Equipment Shutdown. Any equipment installed on the Permit Area by PERMITTEE may at times require temporary shutdown by PERMITTEE to allow maintenance on the City Property. PERMITTEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the shutdowns do not unreasonably interfere with PERMITTEE'S use of the Permit Area. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled limits must be clearly identified as required by CAL-OSHA. PERMITTEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. PERMITTEE shall notify CITY in writing of any changes to the shutdown procedures, contact names or telephone numbers at least ten (10) business days before the change.
- 6.2 Industry Standards. PERMITTEE shall adhere to industry standards and the requirements of the RWQCB, the DEH (Department of Environmental Health) in accordance with the DEH Site Assessment & Mitigation Manual, the Air Pollution Control District, CAL-OSHA, and the Stadium Manager, in its use of the Permit Area.
 - 6.2.1 PERMITTEE shall remove all trash and debris generated by PERMITTEE from the City Property at the end of each workday and upon completion of an activity on the City Property.

6.3 Access and Security. PERMITTEE shall comply with all access rules and procedures for the City Property as CITY may require from time to time in CITY'S sole discretion.

7. Hazardous Substances. PERMITTEE shall not release hazardous substances in, on, under, or from the Permit Area or the City Property during its use of the Permit Area. PERMITTEE and PERMITTEE'S employees, agents, contractors, and invitees shall not store, utilize, or sell any hazardous substance(s) on the Permit Area or the City Property without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances but expressly does not include past "releases" related to the contamination being addressed pursuant to the CAO. The term Hazardous Substances includes Hazardous Materials and Hazardous Waste as defined hereafter. Hazardous Materials shall mean any of the following:

(a) any substances defined, regulated, or listed (directly or by reference) as "hazardous substances, hazardous materials, hazardous wastes, toxic wastes, pollutants, toxic substances, or similarly identified as hazardous to human health or the environment, in or pursuant to:

- (1) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.);
- (2) the Hazardous Materials Transportation Act, 49 USC § 5102 et seq.;
- (3) the Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.;
- (4) the Federal Clean Water Act, 33 USC § 1251 et seq.;
- (5) California Health and Safety Code §§ 25115-25117, 25249.8, and 25316;
- (6) the Clean Air Act, 42 USC § 7401 et seq.;
- (7) California Water Code § 13050;
- (8) the Hazardous Substances Account Act, California Health and Safety Code Section 25300 et seq.;
- (9) the Toxic Substances Control Act, 15 USC § 2601, et seq.;
- (10) California Public Resources Code, Section 40141;
- (11) 42 U.S.C. Section 7412 (hazardous air pollutant);
- (12) 42 U.S.C. Section 11002 (extremely hazardous substance list);
- (13) Title 22 California Code of Regulations section 66261.9 (Universal Waste); and

(b) any amendments, rules, or regulations promulgated under the above enumerated statutes or acts currently existing or hereafter enacted; and

(c) any other hazardous or toxic substances material, chemical, waste, or pollutant identified as hazardous or toxic, or regulated under any other applicable federal, state, or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls (PCBs), petroleum, natural gas, and synthetic fuel products and by-products.

Hazardous Waste shall mean all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code § 25110.02, § 25115, and § 25117, or in future amendments to or recodifications of such statutes, or identified and listed as hazardous waste by the U.S. Environmental Protection Agency (EPA), pursuant to RCRA, all future amendments thereto, and all rules and regulations promulgated thereunder.

- 7.1 Notice of Release. Upon or after the Effective Date of this Permit, if PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on, under, or from the Permit Area or the City Property, PERMITTEE shall promptly, but in no case later than two (2) hours after such a release, notify CITY of said release and PERMITTEE'S immediate plan(s) for remediation. Thereafter, within three (3) days of the initial notice to CITY, PERMITTEE shall deliver a written report setting forth detailed information about the release, actions taken, and further plans, if any, for remediation of the release.

However, if PERMITTEE knows or has reasonable cause to believe that any release of a hazardous substance(s) is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to immediately alleviate the danger and shall immediately give notice to the CITY of such release.

PERMITTEE shall notify CITY of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the City Property within seven (7) calendar days of receipt of any violation or initiation of an environmental action or a private suit.

To effect notice for purposes of this Section 8, PERMITTEE shall call the following telephone number: (619) 641-3150 (Stadium Security Office), Public Utilities Department (PUD) 619-533-5123, and 800-852-7550 (California Office of Emergency Services). If a live person does not answer, PERMITTEE shall leave a voice message giving adequate information to put CITY on notice of: (1) the date and time of the call; (2) the extent and nature of the release; (3) remediation activities undertaken thus far and those to be undertaken; (4) the name, title, and telephone number of the caller and the person whom the CITY should respond to for further information.

- 7.2 Remediation. If PERMITTEE'S occupancy, use, development, or maintenance, or restoration of the Permit Area or the City Property under this Permit results in a release of a hazardous substance, PERMITTEE shall pay all costs of remediation, removal, and proper disposal of the hazardous substance in accordance with all applicable laws, rules and regulations of governmental authorities. PERMITTEE will comply with all applicable local, state, and federal requirements and including any directives from appropriate regulatory agencies.

- 7.3 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S activities under this Permit (PERMITTEE'S Operations) resulted in the release of any hazardous substance (as defined above in paragraph 8) on, under or from the Permit Area or the City Property, CITY may request PERMITTEE to investigate and respond and upon determination that a release occurred during PERMITTEE's activities, then the CITY may cause an environmental assessment of the Permit Area and/or the City Property to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been released as a result of PERMITTEE'S Operations on, in, or under the Permit Area or the City Property, where, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation, removal, and proper disposal necessary to effect compliance with those laws, statutes, ordinances and regulations and estimates of the cost of such remediation, removal, and proper disposal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal and proper disposal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
8. Noninterference. PERMITTEE shall not interfere with CITY'S use, operations, events, and activities on the City Property or in any way interfere with, or impede, SDCCU Stadium operations, activities or events. PERMITTEE shall notify the Stadium Manager, and Public Utilities Department in writing, of all proposed dates and times that PERMITTEE desires to conduct activities on the Permit Area. The Stadium Manager, at his sole discretion, shall notify PERMITTEE whether those proposed dates and/or times are acceptable. PERMITTEE shall only utilize the Permit Area on those dates and times that are acceptable to the Stadium Manager and shall cease all activities that cause an interference with SDCCU Stadium activities, vacate, and restore the Permit Area to its previous condition, that being safe and sufficient for parking lot purposes, prior to the date and time demanded by the Stadium Manager. PERMITTEE shall also use such routes and follow such procedures on the City Property as directed by CITY and which shall result in the least damage and inconvenience to CITY and other users of the City Property. PERMITTEE agrees that it shall be responsible for all losses, damages, costs, and expenses suffered by CITY should PERMITTEE fail to adhere to the requirements of this section.
9. Property Damage. PERMITTEE shall pay for all damage to the City Property, CITY'S personal property on the City Property, and personal property of third parties on the City Property, resulting from PERMITTEE'S activities under this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property, or pay for its replacement thereof.

10. Signs. No signs may be displayed on the Permit Area without CITY'S prior written consent.
11. Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, in a decent, safe, healthy and sanitary condition.
12. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.
13. Restoration. PERMITTEE shall perform the Permit Use in accordance with the Restoration Plan and the schedule, attached hereto as **EXHIBIT B: RESTORATION PLAN AND SCHEDULE**.
 - 13.1 PERMITTEE shall not commence any work in the Permit Area pursuant to the Restoration Plan until PERMITTEE has secured all required permits from the County and PERMITTEE has provided same to the Stadium Manager and CITY's Deputy Director, Public Utilities Department Long-Range Planning & Water Resources Division, 525 B Street, San Diego, CA 92101.
 - 13.2 PERMITTEE shall notify the Stadium Manager thirty (30) days in advance of the anticipated date of completion of a phase of work set forth in the Restoration Plan for scheduling the inspection by CITY's Public Utilities Department to verify that the restoration work has been completed in accordance with the Restoration Plan. In the event any phase of work is anticipated to take less than thirty (30) days to complete, the scheduling of the inspection shall be as mutually agreed to by CITY and PERMITTEE.
 - 13.3 Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall restore the Permit Area to the condition as specified in the Restoration Plan.
14. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, Qualcomm Stadium Advisory Board, and the Public Facilities Financing Authority, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, agents, contractors, and invitees, and any and all claims, costs, losses, damages, suits, and expenses which arise out of or are in any manner directly connected with any release of hazardous substances, which arise out of or are in any manner directly connected with PERMITTEE'S activities under this Permit or PERMITTEE's occupancy, use, remediation, repair, restoration and maintenance activities of the Permit Area of the City Property covered under this Permit, and all expenses of investigating and defending against same, including without limitation reasonable attorneys' fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent

legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation, reasonable attorneys' fees and costs.

- 14.1 Waiver of Claims. PERMITTEE waives any and all claims, demands, causes of action, and rights it may assert against CITY on account of any loss, damage, or injury to any installation, structure, facility, machinery or equipment that is part of PERMITTEE's remedial system, or for any loss or degradation of the operations as a result of any event or occurrence which is beyond the reasonable control of CITY.
- 14.2 Limitation of CITY'S Liability. CITY shall be liable only for the cost of repair or replacement of any damaged monitoring equipment that is part of PERMITTEE'S remedial system, which arises from the sole negligence or willful misconduct of CITY, its employees, agents, or contractors. The CITY shall in no event be liable for indirect or consequential damages, nor for the acts of any lessee, licensee, or permittee of the City Property or for the acts of said lessee's, licensee's, or permittee's employees, agents, contractors, or invitees. CITY'S total liability under this Permit shall be limited to the fair market value of the installation or other equipment in its condition at the time of damage.
15. Taxes. PERMITTEE, alone, shall pay any and all taxes, charges, fines, penalties, use fees, and all other charges levied by any governmental agency against PERMITTEE or against any of the City Property as a result of PERMITTEE'S activities under the Permit.
16. Encumbrances. PERMITTEE shall keep the City Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with PERMITTEE'S activities under this Permit. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, employees, agents, and representatives harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, damage, cost, loss or expense, including without limitation all attorneys' fees and costs, relating to or charged against the City Property, including without limitation for PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
17. PERMITTEE's Risk. All risks in connection with PERMITTEE'S activities under this Permit, PERMITTEE'S Operations, and any damages to the improvements thereon, thereunder, in the vicinity thereof, or the Stadium premises shall be borne in full by PERMITTEE to the extent attributable to PERMITTEE'S activities under this Permit and PERMITTEE'S Operations. Unless stated otherwise herein, upon thirty (30) calendar days written notice, PERMITTEE shall at its sole expense, repair any damage which occurs as a result of its activities and Operations.
18. Insurance. Upon execution and delivery of this Permit, PERMITTEE shall deliver to CITY a current certificate(s) of insurance evidencing the following insurance coverage:
 - a) Commercial General Liability Insurance, providing coverage for bodily

injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). If PERMITTEE's Commercial General Liability policies are written on a claims-made basis, PERMITTEE shall: (i) Provide such policies with retroactive dates equal to or before the effective date of this agreement; (ii) Maintain such coverage continuously during the entire term of this Right of Entry Permit. In the event any such "claims-made" policy is cancelled or not renewed, PERMITTEE shall provide a substitute policy(ies) that complies with the terms and conditions of this Right of Entry Permit; and iii) Maintain any "claims made" policy(ies) in full force and effect for a period of not less than three (3) years after termination of the Right of Entry Permit, with no change in the retroactive date and no prior and/or pending loss dates different from the retroactive date; and

b) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE's employees who are subject to this Permit, with Employers' Liability coverage with limits of at least One Million Dollars (\$1,000,000); and

c) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of not less than Two Million Dollars (\$2,000,00) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles). Coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage; and

d) Pollution liability insurance covering losses, costs, expenses or damages from sudden and accidental environmental conditions created by the PERMITTEE, its contractors and/or sub-contractors, related to PERMITTEE's performance of the Permit Work or use of the Permit Area with coverage of Two Million Dollars (\$2,000,000).

18.1 Additional Insureds. "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named additional insureds on all policies required, except Workers' Compensation Insurance, but only to the extent of PERMITTEE's Operations under this Permit.

18.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY, its elected officials, officers, employees, representatives, and agents, but only to the extent of PERMITTEE's Operations under this Permit.

18.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers authorized to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are reasonably acceptable to CITY.

18.4 Deductibles/Retentions. All deductibles and self-insured retentions on all insurance policies are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

18.5 Continuity of Coverage. All policies shall be in effect on or before the first day of

the Term. Prior to the expiration of each insurance policy, PERMITTEE shall furnish to CITY a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. All insurance policies required herein shall provide that the insurance carrier will provide written notice to the CITY no less than thirty (30) days prior to the termination or cancellation of any policy.

18.6 Modification. To assure protection from and against the kind and extent of risk existing on the Permit Areas or the City Property, CITY, at its reasonable discretion, may require the reasonable revision of limits and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to PERMITTEE'S use of the Permit Area or the City Property.

18.7 Accident Reports. PERMITTEE shall report to CITY any accident causing property damage or injury to persons on the Permit Area or the City Property and related to PERMITTEE'S activities under the Permit. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

18.8 Failure to Comply. Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance in a timely manner, CITY may immediately terminate this Permit.

18.9 All the policies required hereunder shall be kept in force for the duration of the Term and any extended term or use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.

19. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the City Property and PERMITTEE'S activities under the Permit.
20. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability, or gender ID, gender expression, in PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
21. Storm Water Pollution Prevention Program: PERMITTEE shall, at its sole cost and expense, comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice

requirements, as defined in the CITY's Jurisdictional Runoff Management Plan, in performing the Activity or delivering services at CITY owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.

PERMITTEE shall comply with the CITY's Jurisdictional Runoff Management Plan encompassing CITY-wide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the City Council on July 1, 2015, by Resolution No. 309791, as may be amended.

PERMITTEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the Activity to minimize any negative impact to the storm water collection system and environment.

22. Prevailing Wages. Prevailing wage rates apply to the Permit Use. PERMITTEE shall comply with State prevailing wage laws, including, but not limited to, those requirements set forth in **EXHIBIT C: PREVAILING WAGE REQUIREMENTS**, attached hereto and incorporated herein by this reference.
23. Payment Bond. Prior to the commencement of any work on the Permit Use, PERMITTEE shall deliver to CITY a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract for construction of the Permit Use to satisfy claims of material suppliers and of mechanics and laborers employed on the Permit Use. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, which is authorized by the State of California Department of Insurance to transact surety insurance in the State. PERMITTEE shall maintain the bond in full force and effect until all required Restoration Plan activities for the Permit Use are accepted by CITY, and until all valid claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, PERMITTEE shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from CITY. The CITY agrees to provide a notice of completion and release the bond within thirty (30) days following, (1) completion of Restoration Plan required activities and, (2) receipt by CITY of a RWQCB letter confirming the completion of CAO required activities. Failure to timely release the bond is breach of this Permit for which the CITY is liable to PERMITTEE for costs reasonably incurred by PERMITTEE for CITY's failure to timely release the bond.
24. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY'S failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
25. Survival. All obligations under this Permit shall terminate upon the termination of this Permit

with the exception of any obligations which may have accrued and remain from the terms and conditions stated herein.

26. Entire Permit; Counterparts. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and duly signed by the party to be charged. This permit may be executed in any number of counterparts, all of which together shall constitute one instrument.
27. Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon personal service, delivery by a reputable overnight courier service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties, or any such notice, request, payment, demand or other communication required or permitted may be given electronically via written email communication. Electronic notification is considered received upon electronic delivery and reply confirming receipt thereof from the receiving party, as follows:

CITY:

THE CITY OF SAN DIEGO
Real Estate Assets Depart
Attention: Director
1200 Third Avenue, Suite 1700 (MS 51 A)
San Diego, California 92101

-and- THE CITY OF SAN DIEGO
Qualcomm Stadium
Attention: Mike McSweeney, Stadium Manager 9449 Friars
Road, L48
San Diego, California 92108

PERMITTEE:

KINDER MORGAN ENERGY PARTNERS, L.P.
Attention: Scott Martin
Project Manager
1100 Town & Country Road
Suite 700
Orange, California 92868
Telephone Number: 714-560-4775

-and- KINDER MORGAN ENERGY PARTNERS, LP
Attention: Nancy E. Van Burgel, Assistant General Counsel
370 Van Gordon Street
Lakewood, Colorado 80228
Telephone Number: 303-914-4634

28. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Upon request, each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

PERMITTEE:

Date: June 26, 2019 KINDER MORGAN ENERGY PARTNERS, L.P.

BY: Michael A. Hanak
Name: Michael A. Hanak
Title: Director EHS

CITY:

Date: 6/27/19 THE CITY OF SAN DIEGO, a California municipal Corporation

BY: Cubale Thompson
Name: CUBALE THOMPSON
Title: OUTREACH AND ESSENTIALS ASSETS

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Sections 15301 (Existing Facilities) and 15309 (Inspections).

Date: 6/27/19 BY: Alyssa M. Muto
Alyssa M. Muto
Deputy Director of Environment and Policy
Analysis / Planning Department

Approved As To Form
Mara W. Elliott

BY: Hilda R. Mendoza DATE: 6/28/19

NAME: Hilda R. Mendoza

28. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Upon request, each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

PERMITTEE:

Date: June 26, 2019 KINDER MORGAN ENERGY PARTNERS, L.P.

BY: Michael A. Hanak
Name: Michael A. Hanak
Title: Director EHS

CITY:

Date: _____ THE CITY OF SAN DIEGO, a California municipal Corporation

BY: _____
Name: _____
Title: _____

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Sections 15301 (Existing Facilities) and 15309 (Inspections).

Date: _____ BY: _____
Alyssa M. Muto
Deputy Director of Environment and Policy
Analysis / Planning Department

Exhibit A Permit Area



Right of Entry Permit Area for Well Destruction at SDCCU Site

Legend



Permit Area (Green Hatched)

0 210 420 840 1,260 1,680 Feet

0 55 110 220 330 440 Meters

PROJECT No. 07-201-1

PROJECT
Mission Valley Terminal Remediation

DESIGN:
CAD/GIS: LEB
CHECK:
REV: 01

Date: 7/20/2017

**Figure
1A**

EXHIBIT B

RESTORATION PLAN AND SCHEDULE

1. **Restoration Plan.** PERMITTEE shall perform the Permit Use in the Permit Area as further set forth in **Attachment 1**, attached hereto.

2. **Schedule.** The Permit Use shall be performed on the Permit Area as scheduled by PERMITTEE and Stadium Manager (Schedule). The Schedule is subject to changes as agreed to by CITY and PERMITTEE. If agreed by the CITY and PERMITTEE, work may be performed simultaneously in more than one location of the Permit Area. In no event will the work interfere with the use of the Permit Area or the stadium facility by CITY or its lessee.

DRAWING NO.	TITLE
	GENERAL
G-01	TITLE SHEET
G-02	DRAWING INDEX
G-03	ABBREVIATIONS AND LEGEND
G-04	GENERAL NOTES
	CIVIL
C-01	GENERAL LAYOUT - KEY PLAN
C-02	GENERAL LAYOUT - AREA I
C-03	GENERAL LAYOUT - AREA II
C-04	GENERAL LAYOUT - AREA III
C-05	GENERAL LAYOUT - AREA IV
C-06	GENERAL LAYOUT - AREA V
C-07A	GENERAL LAYOUT - AREA VI
C-07B	GENERAL LAYOUT - AREA VI
C-08	GENERAL LAYOUT - AREA VII
C-09	GENERAL LAYOUT - AREA VIII
	MECHANICAL
M-01	AS/GWE/SVE/NDAM WELL, AND SVM PROBE ABANDONMENT/REMOVAL DETAILS
M-02	INTERMEDIATE KNOCK-OUT POT, BOOSTER STATION, AND GWE MANIFOLD LAYOUT
M-03	INTERMEDIATE KNOCK-OUT POT, BOOSTER STATION, AND GWE MANIFOLD REMOVAL DETAILS
M-04	GWE VAULT, SVE VAULT, AND CLEANOUT REMOVAL DETAILS

SCOPE OF WORK:

306 WELLS AND PROBES, CONSISTING OF 53 SVM PROBES, 31 WDM PROBES, 58 SVE WELLS, 28 AS WELLS, 24 GWE WELLS, AND 114 GWM WELLS SHALL BE ABANDONED USING METHODS TABULATED ON SHEETS C-01 THROUGH C-09.

- ALL LATERAL UNDERGROUND CONVEYANCE SVE AND GIVE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM (CONTROLLED LOW STRENGTH MATERIAL) IN ACCORDANCE WITH THE CITY OF SAN DIEGO STANDARDS 306-3.3 (WHITEBOOK) AND 2014 (GREEN BOOK).
- 17 SVE VALVES (SVE#41 THROUGH SVE#45, SVE#47 THROUGH SVE#413, SVE#416, SVE#417, SVE#421 THROUGH SVE#438), AND INTERMEDIATE KNOCKOUT-POT, SHALL BE COMPLETELY REMOVED, AND ALL CAVITIES BE FILLED WITH CLSM TO 2-INCHES BELOW EXISTING ASPHALT THICKNESS. SURFACE FEATURES SHALL BE REMOVED AND RESTORED TO MATCH EXISTING SURROUNDING SURFACE.
- 26 GIVE VALVES (RW#4, RW#3A, RW#4, RW#5A, RW#6, RW#7A, RW#8, RW#9, RW#48 THROUGH RW#141, RW#58, RW#49 THROUGH RW#101, RW#107 THROUGH RW#114, RW#115, RW#116, RW#117, RW#118, RW#119, RW#120, RW#121, RW#122, RW#123, RW#124, RW#125, RW#126, RW#127, RW#128, RW#129, RW#130, RW#131, RW#132, RW#133, RW#134, RW#135, RW#136, RW#137, RW#138, RW#139, RW#140, RW#141, RW#142, RW#143, RW#144, RW#145, RW#146, RW#147, RW#148, RW#149, RW#150, RW#151, RW#152, RW#153, RW#154, RW#155, RW#156, RW#157, RW#158, RW#159, RW#160, RW#161, RW#162, RW#163, RW#164, RW#165, RW#166, RW#167, RW#168, RW#169, RW#170, RW#171, RW#172, RW#173, RW#174, RW#175, RW#176, RW#177, RW#178, RW#179, RW#180, RW#181, RW#182, RW#183, RW#184, RW#185, RW#186, RW#187, RW#188, RW#189, RW#190, RW#191, RW#192, RW#193, RW#194, RW#195, RW#196, RW#197, RW#198, RW#199, RW#200, RW#201, RW#202, RW#203, RW#204, RW#205, RW#206, RW#207, RW#208, RW#209, RW#210, RW#211, RW#212, RW#213, RW#214, RW#215, RW#216, RW#217, RW#218, RW#219, RW#220, RW#221, 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THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING.		USE TO VERIFY VERTICAL REPRODUCTION SCALE.		Professional Engineer's Name ELIAS SEIKALI						KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA MISSION VALLEY TERMINAL REMEDIATION SYSTEMS		ARCADIS Project No. CM010143.0225.0001		G-02	
				Professional Engineer's No. C054308								ARCADIS U.S., Inc. 9000 CHEAPPEAUX DRIVE SUITE 103 SAN DIEGO, CA 92123 TEL: 619.441.1575			
2		06/28/16		CITY OF SAN DIEGO COMMENTS ADDRESSED		ES		MG		C054308		Date		JUNE 28, 2015	
1		12/01/17		CLIENT COMMENTS ADDRESSED		ES		MG		C054308		Date		JUNE 28, 2015	
0		06/28/17		SERVED FOR CLIENT REVIEW		ES		MG		C054308		Date		JUNE 28, 2015	
				No. of Comments		ES		MG		C054308		Date		JUNE 28, 2015	
				THIS DRAWING IS THE PROPERTY OF THE ARCADIS GROUP IDENTIFIED IN THE TITLE BLOCK AND MAY NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF FAME		ES		MG		C054308		Date		JUNE 28, 2015	
				Designed by		ES		MG		C054308		Date		JUNE 28, 2015	
				Drawn by		ORR		MG		C054308		Date		JUNE 28, 2015	
				Checked by		MG		MG		C054308		Date		JUNE 28, 2015	

LEGEND

The diagram illustrates the use of Section and Detail Symbols in technical drawing. It is divided into two parts: a top section for Section Symbols and a bottom section for Detail Symbols.

Section Symbol: A triangle containing the letter 'A'. It is used to indicate a section cut. The symbol is placed on the section line. The top part of the triangle points to the sheet where the section is referenced (Sheet 15), and the bottom part points to the sheet where the section is drawn (Sheet 2).

Detail Symbol: A circle containing the number '2'. It is used to indicate a detail view. The symbol is placed on the detail line. The top part of the circle points to the sheet where the detail is referenced (Sheet 15), and the bottom part points to the sheet where the detail is drawn (Sheet 2).

G-03

QTY COSTA MESA DNGROUP ENCAD DB ENVCAD
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PAGESETUP



C-01

WELLS/PROBES TO BE ABANDONED			
GWM Cluster	Abandonment Method	GWE	Abandonment Method
R-25	B and C	RW-51	D
R-26	B and C	RW-101	D
R-27	B and C	RW-112	C
R-30	B and C	RW-113	C
R-82	B and C	RW-114	C
R-83	B and C		

Abandonment Methods
A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



 GRAPHIC SCALE		Professional Engineer's Name ELIAS SEIKALI Professional Engineer's No. C35409				 ARCADIS U.S., INC.		KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA MISSION VALLEY TERMINAL REMEDIATION SYSTEMS		ARCADIS Project No. CM010143.0225.0001 Date JUNE 28, 2019 ARCADIS U.S., Inc. 9620 CHESAPEAKE DRIVE SUITE 100 SAN DIEGO, CA 92123 TEL: 858.967.2585		C-04
THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING USE TO VERIFY REPRODUCTION SCALE		2 6/29/19 CITY OF SAN DIEGO COMMENTS ADDRESSED ES MG 1 7/27/19 CLIENT COMMENTS ADDRESSED ES MG 0 8/29/19 (USED FOR CLIENT REVIEW) ES MG		Sheet No. 475/19 Project No. HF-S State CA Date Signed 6/28/19 By CHD Drawn by GRK Checked by MAG		GENERAL LAYOUT - AREA III CIVIL		THIS DRAWING IS THE PROPERTY OF THE ARCADIS ENTITY EXPRESSED IN THE TITLE BLOCK AND MAY NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARCADIS				

SEE SHEET C-06

SEE SHEET C-04

1 WELL ABANDONMENT
C-05/M-01
COMPLETION DETAIL (TYP.)

8 GIVE VALVE
C-05/M-04
REMOVAL
DETAIL (TYP.)

2 PROBE ABANDONMENT
C-05/M-01
COMPLETION DETAIL (TYP.)

NOTES:

- ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LMWP-004042.
- ALL LATERAL UNDERGROUND SVE AND GIVE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 305-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
- UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY

WELLS/PROBES TO BE ABANDONED					
GWM Cluster	Abandonment Method	GWE	Abandonment Method	SVM	Abandonment Method
R-19	C	RW-8	C	SV-2	A
R-22	B				
R-40	C				
R-41	B and C				
R-42	B and C				
R-45	C				
R-48	C				

Abandonment Methods	
A	Inject grout, then pull tubing from surface.
B	Overdrill total well depth.
C	Pressure grout from wellhead, then pull top 5 ft of well casing.
D	Pressure grout from wellhead, then overdrill to 20 ft bgs.

SEE SHEET C-04

1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LWWP-004042.
2. ALL LATERAL UNDERGROUND SVE AND GIVE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 305-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY

WELLS/PROBES TO BE ABANDONED					
GWM Cluster	Abandonment Method	GWE	Abandonment Method	SVM	Abandonment Method
R-19	B	RW-9	C	SV-2	A
R-22	C				
R-40	C				
R-41	B and C				
R-42	B and C				
R-45	C				
R-49	C				

Abandonment Methods

A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



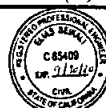
THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING

USE TO VERIFY FEATURE REPRODUCTION SCALE

0	06/20/17	ISSUED FOR CLIENT REVIEW	ES
No.	Date	Revisions	By

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Professional Engineer's Name ELIAS SEIKALI	
Professional Engineer's No. C85409	
State CA	Date Signed 6/26/19
Designed by ESE	Drawn by GLB



ARCADIS U.S., INC.

KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

GENERAL LAYOUT - AREA IV

CIVIL

ARCADIS Project No.
CM010143.0225.0001

Date
JUNE 28, 2019

ARCADIS U.S., Inc.
9820 CHESAPEAKE DRW
SUITE 103
SAN DIEGO, CA 92123
TEL 858.987.4355

C-05



1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LWAP-004042.
2. ALL LATERAL UNDERGROUND SVE AND GWPE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 305-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY

[illegible]

Abandonment Methods

A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING

USE TO VERIFY FIGURE REPRODUCTION SCALE

USE TO VERIFY
FIGURE
REPRODUCTION
SCALE

[illegible]

Professional Engineer's Name ELIAS SEIKALI	
Professional Engineer's No. C85409	
State CA	Date Signed 6/26/19
Designed by F. IS	Drawn by GRC



ARCADIS U.S., INC.

KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

GENERAL LAYOUT - AREA V

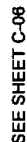
CIVIL

ARCADIS Project No.
CM010143.0225.0001

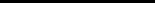
JUNE 28, 2019

ARCADIS U.S., Inc.
9820 CHESAPEAKE DRIVE
SUITE 100
SAN DIEGO, CA 92123
TEL. 619.597.4355

C-06



SEE SHEET C-08

 0 40 80 GRAPHIC SCALE		Professional Engineer's Name ELIAS SEIKALI				 ARCADIS U.S., INC.		KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA MISSION VALLEY TERMINAL REMEDIATION SYSTEMS		ARCADIS Project No. CM010143.0225.0001		C-07A																			
Professional Engineer's No. C85408		Date JUNE 28, 2019																													
THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING		USE TO VERIFY PLANS REPRODUCTION SCALE		<table><tr><th>No.</th><th>Date</th><th>Revisions</th><th>By</th><th>Chk</th></tr><tr><td>2</td><td>8/26/18</td><td>CITY OF SAN DIEGO COMMENT #8 ADDRESSED</td><td>ES</td><td>MG</td></tr><tr><td>1</td><td>7/25/17</td><td>CLIENT COMMENTS ADDRESSED</td><td>ES</td><td>MG</td></tr><tr><td>0</td><td>08/25/17</td><td>ISSUED FOR CLIENT REVIEW</td><td>MG</td><td>MG</td></tr></table>		No.	Date	Revisions	By	Chk	2	8/26/18	CITY OF SAN DIEGO COMMENT #8 ADDRESSED	ES	MG	1	7/25/17	CLIENT COMMENTS ADDRESSED	ES	MG	0	08/25/17	ISSUED FOR CLIENT REVIEW	MG	MG	State CA		Date Signed 6/28/19		Project No. KFS	
No.	Date	Revisions	By	Chk																											
2	8/26/18	CITY OF SAN DIEGO COMMENT #8 ADDRESSED	ES	MG																											
1	7/25/17	CLIENT COMMENTS ADDRESSED	ES	MG																											
0	08/25/17	ISSUED FOR CLIENT REVIEW	MG	MG																											
THIS DRAWING IS THE PROPERTY OF THE ARCADIS ENTITY IDENTIFIED IN THE TITLE BLOCK AND MAY NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARCADIS U.S., INC.				Drawn by EJS		Drawn by GRK		Checked by MAG		ARCADIS U.S., INC. 9620 CHESAPEAKE DRIVE SUITE 100 SAN DIEGO, CA 92123 TEL 619.477.4355																					

1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LMWP-004042.
2. ALL LATERAL UNDERGROUND SVE AND GWE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 308-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

Abandonment Methods
A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.

A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



No.	Date	Revisions
THIS DRAWING IS THE PROPERTY OF THE ARCADIS ENTITY IDB#1018 NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART		



GENERAL LAYOUT - AREA VI

ARCADIS Project No.
CM010143.0225.0001

Date
JUNE 26, 2019

ARCADIS U.S., Inc.
9820 CHESAPEAKE DRIVE
SUITE 103
SAN DIEGO, CA 92123
TEL: 858.987.4355

C-07B

SEE SHEET C-07

WELL ABANDONMENT
COMPLETION DETAIL (TYP.)

NOTES:

1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. 1.MWP-004642.
2. ALL LATERAL UNDERGROUND SVE AND GWPE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 308-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

WELLS/PROBES TO BE ABANDONED	
GWM Cluster	Abandonment Method
R-16	B
R-18	B
R-39	B and C
R-60	C
R-61	B and C
R-62	B and C

Abandonment Methods
A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



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USE TO VERIFY
FIGURE
REPRODUCTION
SCALE

				Professional Engineer's Seal	
				ELIAS SEIKALI	
				Professional Engineer's No.	
				CS-6409	
2	6/29/18	CITY OF SAN DIEGO COMMENT & ADDRESSED	ES	MG	
1	1/25/17	CLIENT COMMENT'S ADDRESSED	ES	MG	
0	08/29/17	ISSUED FOR CLIENT REVIEW	ES	MG	
No.	Date	Revised/By	By	Chg	
THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IT IS NOT TO BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN					
Designed by					Drawn by



ARCADIS U.S., INC.

KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

GENERAL LAYOUT - AREA V

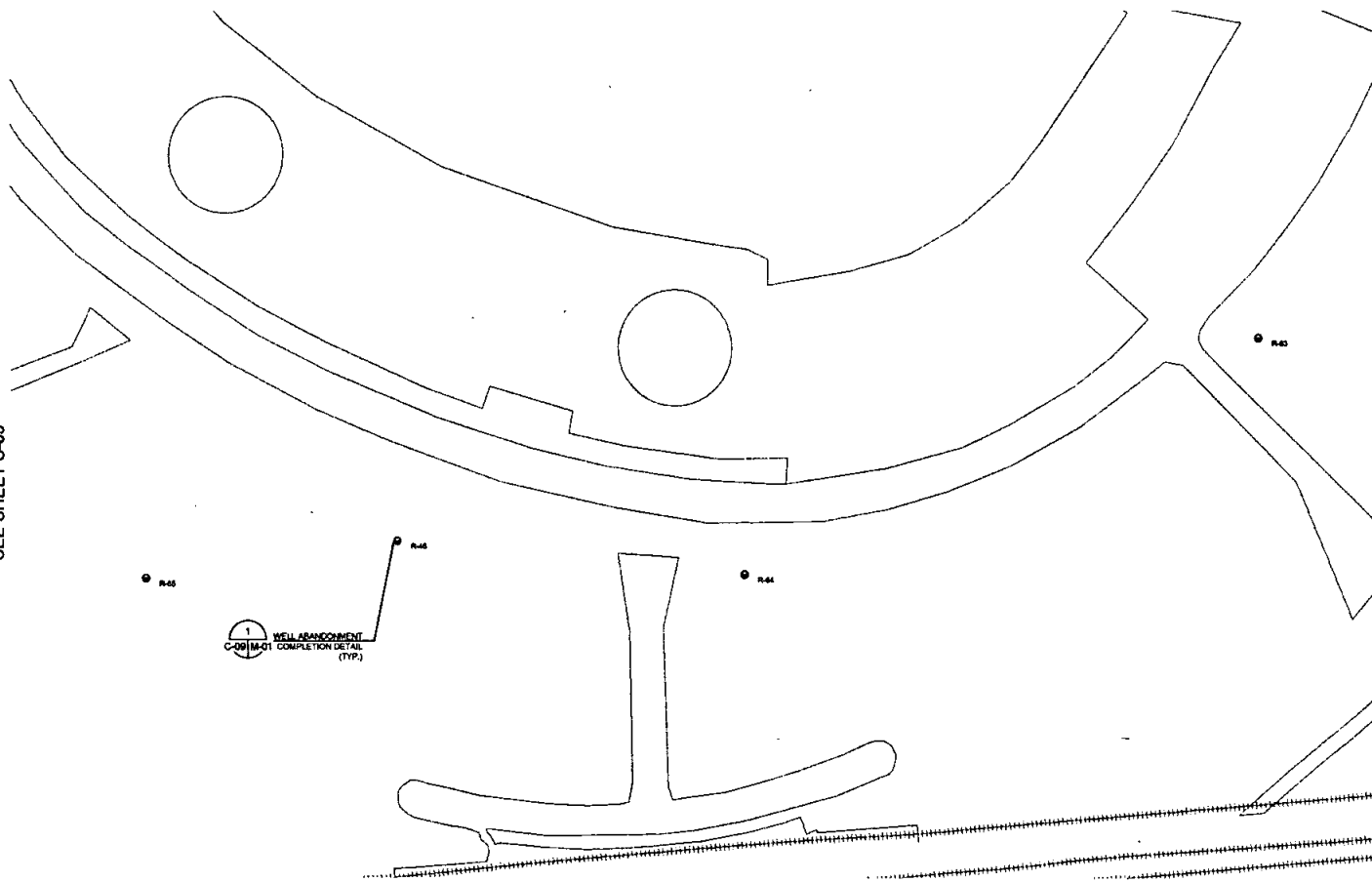
GM

ARCADIS Project No.
CM010143.0225.0001

Date
JUNE 28, 2019

ARCADIS U.S., Inc.
1820 CHESAPEAKE DR
SUITE 103
SAN DIEGO, CA 92123
TEL: 619.597.4355

C-08



1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LWMP-004042.
2. ALL LATERAL UNDERGROUND SVE AND GWE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 305-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
3. UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

WELLS/PROBES TO BE ABANDONED	
GWM Cluster	Abandonment Method
R-48	C
R-63	C
R-64	C
R-65	C

Abandonment Methods
A = Inject grout, then pull tubing from surface.
B = Overdrill total well depth.
C = Pressure grout from wellhead, then pull top 5 ft of well casing.
D = Pressure grout from wellhead, then overdrill to 20 ft bgs.



THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL ORANGE. USE TO VERIFY FIGURE REPRODUCTION SCALE.

2	6/28/13	QTY OF SAN DIEGO COMMENTS ADDRESSED		ES
1	1/25/17	CLIENT COMMENT'S ADDRESSED		ES
0	09/29/17	ISSUED FOR CLIENT REVIEW		ES
No.	Date	Revising		By

THIS DRAWING IS THE PROPERTY OF THE ARCHADES ENTITY IDENTIFIED IN THE TITLE BLOCK AND NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN

No.	Date	Revisions	By
THIS DRAWING IS THE PROPERTY OF THE ARCADES ENTITY IDENTIFIED IN THE TITLE BLOCK AND NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN			

Designed by E. H.	Drawn by C. H.
----------------------	-------------------



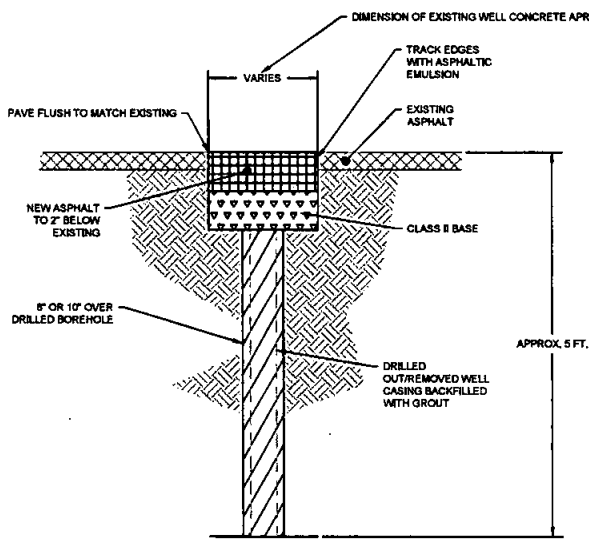
GENERAL LAYOUT - AREA VII

ENV

SAN DIEGO, CA 92123
TEL. 619-594-1277

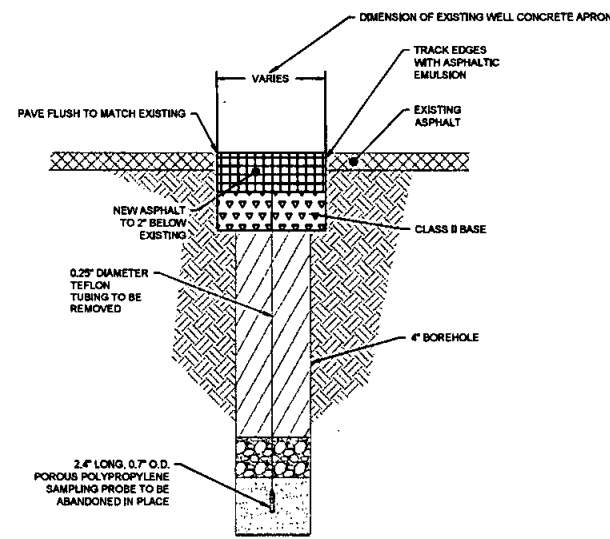
C-09

CITY OF SAN DIEGO, DIVISION OF ENVIRONMENTAL ENGINEERING, 1500 AVENUE 66, SAN DIEGO, CALIFORNIA 92161-1500, TEL: 619-495-5000, FAX: 619-495-5001, WWW.CITYOFSD.ORG



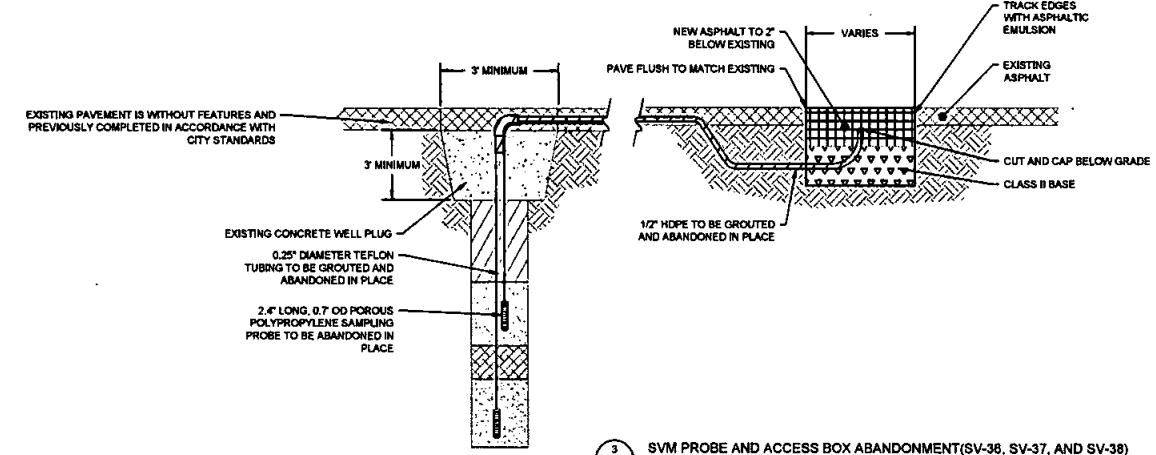
1 SURFACE COMPLETION OF ABANDONED SVE/GWM WELL IN ASPHALT (TYP.)

C-02 (M-01)
C-03
C-04
C-05
C-06
C-07
C-08
C-09



2 SURFACE COMPLETION OF ABANDONED SVM PROBE IN ASPHALT (TYP.)

C-06 (M-01)
C-07



3 SVM PROBE AND ACCESS BOX ABANDONMENT (SV-38, SV-37, AND SV-38)

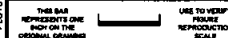
C-06 (M-01)
C-07

NOTES:
1. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LMWP-00402.

THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING		USE TO VERIFY FIGURE REPRODUCTION SCALE		Professional Engineer's Name ELIAS SEIKALI Professional Engineer's No. C85409		Professional Engineer's Seal C 85409 EXP. 12/31/21 STATE OF CALIFORNIA		ARCADIS U.S., INC.		KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA MISSION VALLEY TERMINAL REMEDIATION SYSTEMS		ARCADIS Project No. CND10143.0225.0001 Date JUNE 28, 2019 ARCADIS U.S., Inc. 8020 CHESAPEAKE DRIVE SUITE 100 SAN DIEGO, CA 92123 TEL: 858.987.4973		M-01	
No. Date Revisions 1 1/28/17 CLIENT COMMENTS ADDRESSED 2 6/26/19 CITY OF SAN DIEGO COMMENTS ADDRESSED 3 1/28/21 ISSUED FOR CLIENT REVIEW				By: EJS Checked by: GRK Designed by: EJS		Date Repld: 6/28/19 Project No.: 1075		Project Mgr.: JFS		MECHANICAL					



VAULT ID	LENGTH	WIDTH	DEPTH
INTERMEDIATE KNOCKOUT POT AND BOOSTER STATION	12'	6'	7'
GWE MANIFOLD	7'	7'	6'



Professional Engineer's Name ELIAS SEIKALI		
Professional Engineer's No. C85409		
State CA	Date Signed 5/26/19	Project No. KFS
Designed by ELIAS SEIKALI	Drawn by ELIAS SEIKALI	Checked by ELIAS SEIKALI



KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

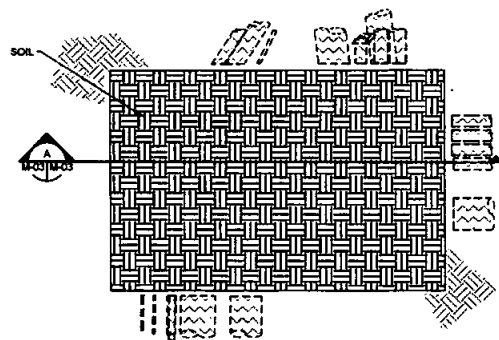
MECHANICAL

ARCADIS Project No.
CM010143.0225.0001

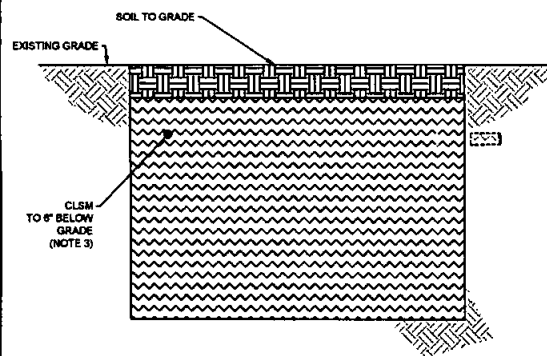
Date
JUNE 26, 2019

ARCADIS U.S., Inc.
8820 CHESAPEAKE DR
SUITE 103
SAN DIEGO, CA 92123
TEL: 858.817.4355

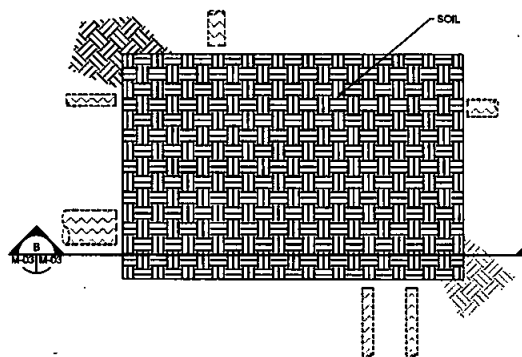
M-02



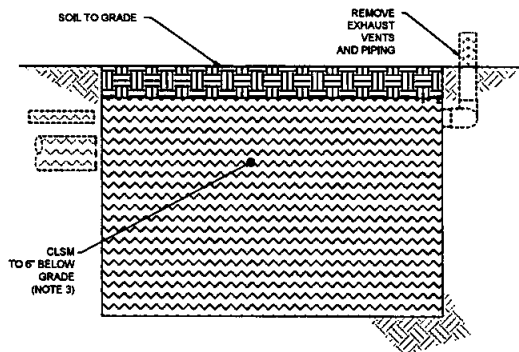
5 INTERMEDIATE KNOCKOUT POT VAULT REMOVAL DETAIL
M-02/M-03 NO SCALE



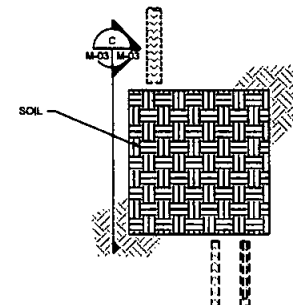
INTERMEDIATE KNOCKOUT POT VAULT REMOVAL SECTION



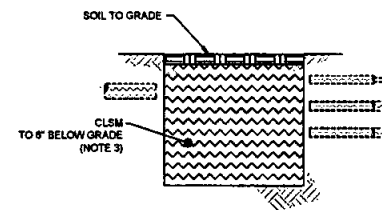
6 BOOSTER PUMP STATION REMOVAL DETAIL
M-02/M-03 NO SCALE



BOOSTER PUMP STATION REMOVAL SECTION



7 GWE MANIFOLD VAULT REMOVAL DETAIL
M-02/M-03 NO SCALE



GWE MANIFOLD VAULT REMOVAL SECTION
NO SCALE

NOTES:

1. ALL LATERAL UNDERGROUND SVE AND GWE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 308-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
2. ALL VAULT FEATURES AND UNDERGROUND PIPES TO BE CUT AND CAPPED.

2	6/28/19	CITY OF SAN DIEGO COMMENTS ADDRESSED	ES	M	
1	12/5/17	CLIENT COMMENT IS ADDRESSED	ES	M	
0	06/29/17	ISSUED FOR CLIENT REVIEW	ES	M	
No.	Date	Response	By	Ch	
THIS DRAFTING IS THE PROPERTY OF THE ARCADIS ENTITY IDENTIFIED IN THE TITLE BLOCK AND MAY NOT BE REPRODUCED OR ALTERED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN					

Professional Engineer's Name ELIAS SEIKALI		
Professional Engineer's No. C85409		
State CA	Date Signed 6/26/19	Project Mgr. KFS
Designed by EJS	Drawn by GRN	Checked by MAG



KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
MISSION VALLEY TERMINAL REMEDIATION SYSTEMS

INTERMEDIATE KNOCK-OUT POT, BOOSTER STATION, AND GWE MANIFOLD REMOVAL DETAILS

MECHANICAL

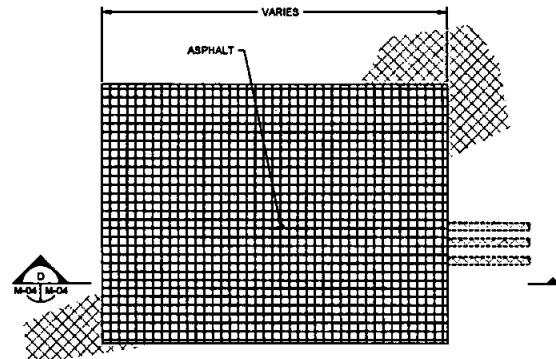
ARCADES Project No.
CM010143.0225.0001

Date
JUNE 28, 2019

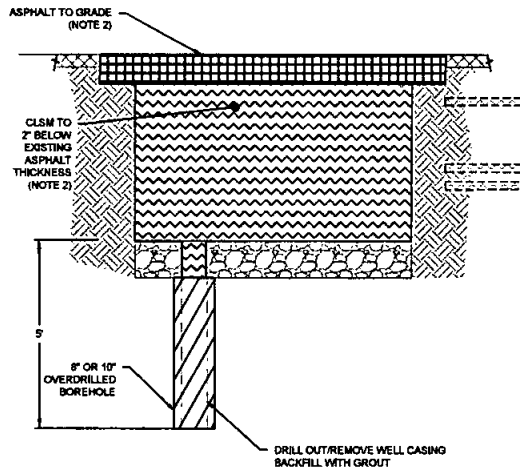
ARCADES U.S., Inc.
9620 CHESAPEAKE DR
SUITE 103
SAN DIEGO, CA 92123
TEL: 619.463.4565

M-03

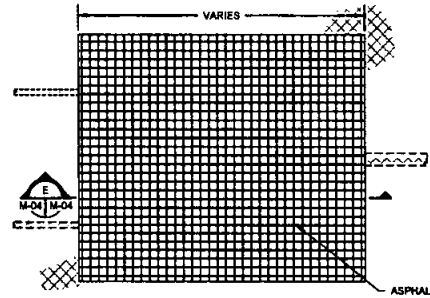
CITY OF SAN DIEGO, CALIFORNIA
 DIVISION OF PUBLIC WORKS
 PLANNING AND DESIGN
 1201 K STREET, SUITE 200
 SAN DIEGO, CA 92101
 TEL: 619-594-4000
 FAX: 619-594-4001
 WWW.CITYOFSD.GOV



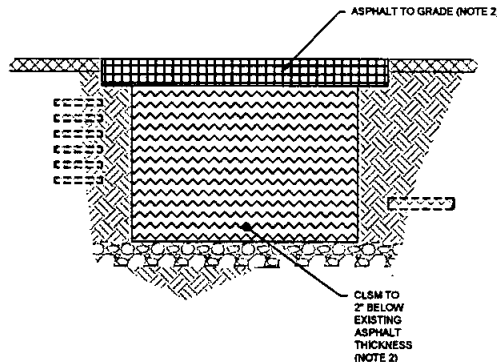
8 GWE WELL VAULT REMOVAL DETAIL
 C-01 M-04
 C-04
 C-05
 C-06
 NO SCALE



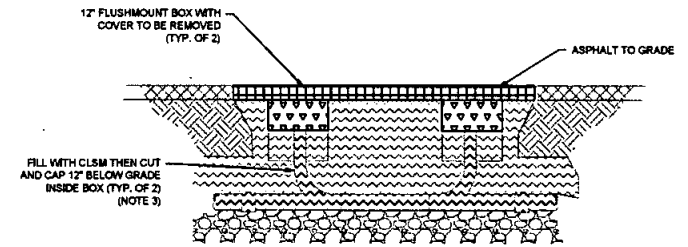
D GWE WELL VAULT REMOVAL SECTION
 M-04 M-04
 NO SCALE



9 SVE MANIFOLD VAULT REMOVAL DETAIL
 C-01 M-04
 NO SCALE



E SVE MANIFOLD VAULT REMOVAL SECTION
 M-04 M-04
 NO SCALE



10 BELOW-GRADE CLEANOUT ABANDONMENT DETAIL
 C-01 M-04
 C-03
 C-04
 C-06
 NO SCALE

NOTES:

1. ALL LATERAL UNDERGROUND SVE AND GWE PIPING WILL BE ABANDONED IN PLACE BY COMPLETELY FILLING THE PIPING WITH CLSM IN ACCORDANCE OF THE CITY OF SAN DIEGO STANDARDS 308-3.3 (WHITEBOOK) AND 201-6 (GREENBOOK).
2. ALL VAULT FEATURES AND UNDERGROUND PIPES TO BE CUT AND CAPPED. ASPHALT SURFACE COMPLETION TO BE PLACED TO MATCH EXISTING.
3. ALL EXISTING UNDERGROUND PIPES TO BE CUT AND CAPPED 12 INCHES BELOW GRADE.
4. ALL WELL AND PROBE ABANDONMENT WORK WILL BE COMPLETED IN ACCORDANCE TO SAN DIEGO COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH PERMIT NO. LHMV-004042.

VAULT ID	LENGTH	WIDTH	DEPTH
SVE-4M1 THROUGH SVE-4M5, SVE-4M7 THROUGH SVE-4M13, SVE-4M16, SVE-J2-1, AND SVE-J2-2	4.5'	6.5'	5'
SVE-11	4.5'	6.5'	2'
RW-3, RW-4, RW-6, RW-8, AND RW-9	3.5'	5'	3'
RW-3A, RW-5A, RW-7A, RW-48 THROUGH RW-51, RW-56, RW-69 THROUGH RW-101, RW-107, AND RW-108	4.5'	8.5'	6'
RW-109 THROUGH RW-114	4.5'	7'	3'

THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING.	USE TO VERIFY YOURS REPRODUCTION SCALE.	Professional Engineer's Name ELIAS GEIKALI Professional Engineer's No. C85409 State CA Date Signed 6/26/19 Project No. K78 Drawn by GDF Checked by MAG
---	---	--



KINDER MORGAN ENERGY PARTNERS, L.P. • MISSION VALLEY TERMINAL, SAN DIEGO, CALIFORNIA
 MISSION VALLEY TERMINAL REMEDIATION SYSTEMS
GWE VAULT, SVE VAULT, AND CLEANOUT REMOVAL DETAILS
 MECHANICAL

ARCADIS Project No.
 CM010143.0223.0001
 Date
 JUNE 26, 2019
 ARCADIS U.S., Inc.
 6825 CHESAPEAKE DRIVE
 SUITE 105
 SAN DIEGO, CA 92123
 TEL: 619.957.4555

M-04

EXHIBIT C

PREVAILING WAGE REQUIREMENTS

By signing this Permit, PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Permit cumulatively exceeding \$15,000, PERMITTEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, PERMITTEE, its contractors and subcontractors shall ensure that all workers who perform work under this Permit are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. PERMITTEE, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Permit. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Permit in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Permit, each successive predetermined wage rate shall apply to this Permit on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Permit, such wage rate shall apply to the balance of the Permit.

2. Penalties for Violations. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. PERMITTEE, its contractors and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY. PERMITTEE, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. PERMITTEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Contracts and Subcontracts. PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Permit, PERMITTEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Permit."

8. Labor Compliance Program. The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. PERMITTEE shall withhold contract payments pursuant to the contract between PERMITTEE and PERMITTEE's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the CITY or other governmental entity, or it has been established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work

pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any contractors or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By signing this Permit, PERMITTEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and PERMITTEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the CITY at the time of execution of this Permit or upon request.

10. Stop Order. For PERMITTEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The CITY may ask PERMITTEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Permit at any time during performance of this Permit, and PERMITTEE shall provide the list within ten (10) working days of the CITY's request. PERMITTEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Permit prior to said contractors or subcontractors performing work on this Permit. Additionally, PERMITTEE shall provide the CITY with a complete list of all contractors or subcontractors utilized on this Permit (regardless of tier), within ten (10) working days of the completion of the work authorized by this Permit, along with their DIR registration numbers. PERMITTEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the CITY.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. PERMITTEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. PERMITTEE will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the CITY, but will not be required to be submitted online with the DIR directly. PERMITTEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. PERMITTEE shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).