

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 14, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Encroachment Permit Agreement between the City of Huntsville and Southern Natural Gas Company, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Encroachment Agreement between the City of Huntsville and Southern Natural Gas Company, L.L.C. for Greenbrier Parkway, Phase III-A, Project No. 65-13-RD02

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement between City and Southern Natural Gas Company, L.L.C for encroachment permit for construction and maintenance of the new Greenbrier Parkway through the Southern Natural Gas easement at roadway station 65+22. Account No. N/A. No City funds involved.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

15
Punk
M
5-8-15

Department Head: [Signature]

Date: 5/10/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **5/14/2015**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Encroachment Stipulation Letter**

Document Name: **Southern Natural Gas Greenbrier Parkway PH III-A Project No. 65-13-RD02**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

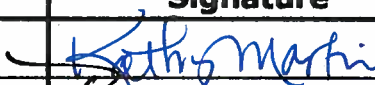


Account Number: **N/A**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		5/10/15
2) Legal		5-12-15
3) Finance		5/12/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Encroachment Permit Agreement between the City of Huntsville and Southern Natural Gas Company, L.L.C. for Greenbrier Parkway, Phase III-A, Project No. 65-13-RD02, in the County of Madison, Huntsville, AL, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Encroachment Permit Agreement between the City of Huntsville and Southern Natural Gas Company, L.L.C. for Greenbrier Parkway, Phase III-A, Project No. 65-13-RD02 consisting of a total of three (3) pages plus four (4) additional pages consisting of Exhibits "A" and "B", and the date of May 14, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of May, 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of May, 2015.

Mayor of the City of Huntsville,
Alabama

**ENCROACHMENT
STIPULATION LETTER**

May 1, 2015

Kathy Martin
Director of Engineering
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801-4240

RE: COH Project No. 65-13-RD02, Greenbrier Parkway Phase 1,
North of I-65 to North of Old Highway 20

Tract: AL-LIME-9

County: Limestone

State: Alabama

Ladies and Gentlemen:

When fully executed, this letter will evidence the agreement between Southern Natural Gas Company, L.L.C. ("SNG") and City of Huntsville ("COH") regarding the construction by COH of a Roadway across the right-of-way of SNG.

SNG hereby acknowledges the receipt of that certain Roadway Plan from Garver LLC, representing COH, dated February 2nd 2015 including the plan attached thereto entitled "COH-Project No. 65-13-RD02-Greenbrier Parkway Phase 1" depicting the Roadway crossing SNG's right-of-way (the "Encroachment"), which are together marked as Exhibit "A" and attached hereto and made a part hereof. Said plan shows, describes, details, and/or depicts the proposed methods and specifications for the installation and construction of an encroachment upon, over, under, within, or in close proximity to SNG's pipeline and pipeline related facilities (the "SNG Facilities") on SNG's easement or easements (whether one or more, the "SNG Easement") referenced by the tract number(s) above.

SNG hereby grants approval of the plans and work as described and depicted in Exhibit "A" attached hereto and made a part hereof, provided:

1. This letter is countersigned and a copy is returned to SNG at the address listed below prior to commencement of any construction activity within the confines of the SNG Easement. If this letter is not signed and returned to SNG, SNG's consent herein shall be withdrawn and no work will be authorized within the confines of the SNG Easement.
2. The following conditions are observed:
 - a. All work must comply with the plans referenced herein and attached hereto as Exhibit "A" Any changes to the design or construction must be pre-approved in advance by SNG.
 - b. Except as specifically set forth in Exhibit "A," COH shall construct, own, operate, maintain, use, and remove the Encroachment in accordance with SNG's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "B" and made a part hereof. **An SNG representative shall be on-site**

**President of the City Council of the City
of Huntsville, AL**

Date: May 14, 2015

to monitor any construction activities within twenty-five (25) feet of SNG Facilities or within the SNG Easement.

- c. At least five (5) business days prior to any work on or near SNG Facilities and/or within the SNG Easement, COH, its contractor(s), subcontractor(s), and/or developer(s) must call:

**Mr. Robert Cooper – Damage Prevention Supervisor
Southern Natural Gas Company, L.L.C.
666 Springdale Road
Tarrant, AL 35217
(Cell): 334-606-9615
(Office): 205-841-2217 Ext. 2031**

He will arrange to have an SNG representative on-site while work is occurring.

- d. SNG requires that each contractor or subcontractor associated with the Encroachment submit a Georgia One Call (8-1-1) Ticket for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.).
- e. COH shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses including inspection fees incurred by SNG and damage to SNG Facilities or the SNG Easement as a result of, in SNG's sole opinion, COH's activities upon the SNG Easement. COH shall, upon demand by SNG, reimburse SNG fully for any such expense or damage. To the extent authorized by and subject to the limitations of liability of municipalities imposed by Alabama state law, COH agrees to indemnify and hold harmless SNG, its parent, affiliates, agents, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, the "SNG Indemnitees"), against any claim, demand, or cause of action of any party directly related to (1) the existence of the Encroachment, (2) COH's approved activities under this Stipulation Letter, (3) COH's breach of its obligations under this Stipulation Letter, or (4) any cause of action resulting from damage to SNG Facilities or the SNG Easement caused by COH, its parent, affiliates, agents, employees, contractors or subcontractors.
- f. The review and approval of this proposal shall only be valid for a period of one (1) year from the date of this letter.
- g. All of the terms and conditions of the SNG Easement shall remain in full force and effect.
- h. The permission granted herein shall not be assignable, in whole or in part, without SNG's express written consent.
- i. This Stipulation Letter shall be binding upon and inure to the benefit of the parties hereto, including COH's contractors, subcontractors, and developers, if any.

If you have any questions, please contact me by telephone at (205)325-7501, by e-mail at Brownlee_fiveash@kindermorgan.com, or by mail at:

**Brownlee Fiveash
Agent - Right of Way
Southern Natural Gas Company, L.L.C.
569 Brookwood Village, Suite 749
Birmingham, AL 35209**

If the foregoing accurately sets forth the agreement and understanding reached between us, please so indicate by executing this Stipulation Letter in the space provided below.

Sincerely,

SOUTHERN NATURAL GAS COMPANY, L.L.C.



**Brownlee Fiveash
Agent - Right of Way
Southern Natural Gas Company, L.L.C.**

ACCEPTED AND AGREED TO

this ___ day of _____, 2015

City of Huntsville

Signature

Name

Title



GARVER

DESIGN DESIGNATION	
ADT (2015)	5,000
ADT (2025)	21,000
ADT (2035)	27,000
K	N/A
D	50K
TDMV	N/A
TADT	Z
5-LANE D&O STA 23+00 TO 32+00	
V (DESIGN SPEED)	45 MPH
MIN STOPPING SIGHT DIST	360 FT
5-LANE 4 DIVIDED 4-LANE STA 32+00 TO 89+75.00	
V (DESIGN SPEED)	65 MPH
MIN STOPPING SIGHT DIST	645 FT

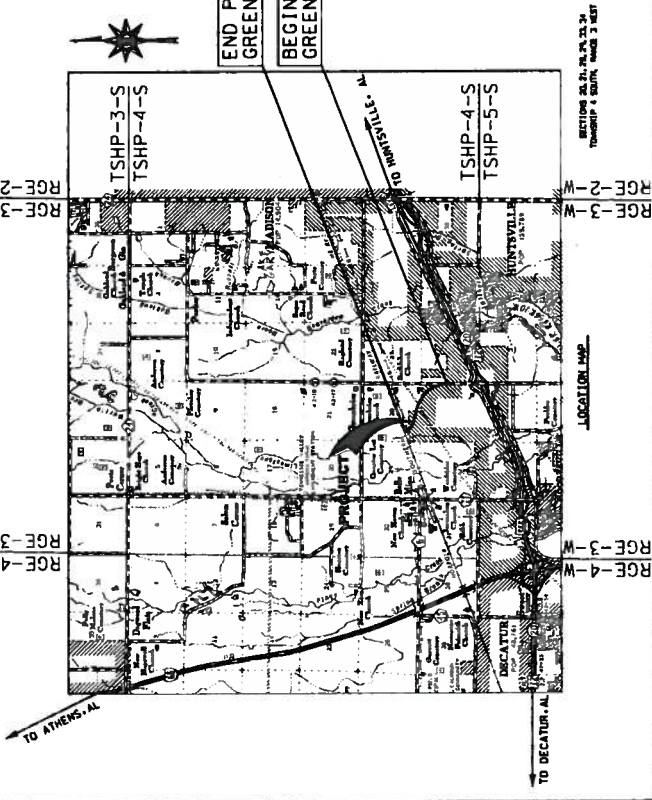
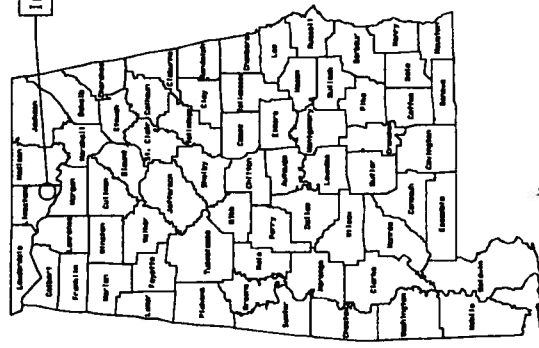
BASE BID HAS BEEN PREPARED TO CONFORM WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION WITH STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2012 EDITION.

BID OPTION #1 HAS BEEN PREPARED TO CONFORM WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS.

BASE BID (IAR-042-000-008)	
GREENBRIER PARKWAY	STA 23+00.00 TO STA 70+00.00
GREENBRIER ROAD	STA 0+00.00 TO STA 9+00.00
GREENBRIER ROAD TIE	STA 2+00.00 TO STA 8+91.93
BID OPTION #1 (65-13-R002)	
GREENBRIER PARKWAY	STA 70+00.00 TO STA 89+75.00

HUNTSVILLE
The Star of Alabama

CONSTRUCTION PLANS FOR
COH PROJECT NO. 65-13-RD02
ALDOT PROJECT NO. IAR-042-000-008
GREENBRIER PARKWAY, PHASE III-A
FROM NORTH OF I-565 TO SOUTH OF
NORFOLK SOUTHERN RAILWAY
IN LIMESTONE COUNTY
FOR THE
CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA



GREENBRIER PARKWAY PHASE III-A FROM NORTH OF I-565 TO NORFOLK SOUTHERN RAILROAD IN LIMESTONE COUNTY HUNTSVILLE, ALABAMA

TITLE SHEET

NO.	DATE	BY	DESCRIPTION

100% PLANS
4/9/15



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Southern Natural Gas Company, L.L.C.

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **SNG** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard **TYP-V-0100-B010**.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from SNG (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- Any contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
 1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.