

ENCROACHMENT AGREEMENT

Tract: 68 Line 2123 M.P. 68+ Yuma Line

Section 4, T9S, R22W

Yuma, Arizona

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between **El Paso Natural Gas Company, L.L.C** a Delaware limited liability company ("EPNG"), with an office at 5151 E. Broadway Blvd., Suite 1680, Tucson, Arizona 85711], and **City of Yuma, Arizona** ("The City"). EPNG and The City may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, The City is relocating a 16 inch water line in Araby Road right-of-way near Interstate 8, and;

WHEREAS, EPNG owns and operates certain natural gas pipelines located in Araby Road right-of-way that said waterline crosses, and;

WHEREAS, The City submitted and EPNG approved engineering plans "**City of Yuma Araby Road and Interstate 8 16" Waterline Relocation Project CIP No. 0060 – WATER 2"**, dated 12/21/16, attached as EXHIBIT A hereto and made a part hereof, and;

NOW, THEREFORE in consideration of the mutual covenants herein stated EPNG and The City agree as follows:

1. EPNG agrees to the construction, ownership, operation, maintenance, usage and removal of the 16" water line crossing its natural gas pipelines as shown on engineering plans described above subject to conditions listed below;
 - a. The City shall construct, own, operate, maintain, use and remove the Encroachment in accordance with Company'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 EPNG representative shall be on-site to monitor any construction activities within twenty-five (25) feet of EPNG Facilities. The City shall notify EPNG at 480-270-2392 at least seventy-two (72) hours prior to commencing any construction activities.**
 - b. The City shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of EPNG's pipeline without EPNG's prior written consent, which EPNG may withhold or condition in its sole discretion. The City shall be solely responsible for, and shall bear the expense of repairs attributable to any loss of subjacent or lateral support to the EPNG's pipelines caused by the Encroachment.
 - c. The City shall not construct any permanent structure, building, or obstruction within the EPNG Easement, other than the above-referenced authorized encroachment, without EPNG's prior written consent.
 - d. The City shall not replace or modify the Encroachment without EPNG's prior written consent, which EPNG may withhold or condition in its sole discretion.

2. The City shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the 16" Water Line and for any and all expenses incurred by EPNG and/or damage to EPNG Facilities and/or the EPNG Easement as a result of The City's exercise of its rights under this Agreement.
3. EPNG operates and maintains subject pipelines in under the terms of its Yuma County Franchise Agreement.
4. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

The City of Yuma, Arizona

Signature

Gregory K. Wilkinson

Name

El Paso Natural Gas Company, L.L.C.

Signature

Name

Title

ATTEST:

(for) Janet Pless

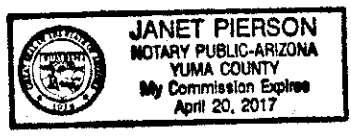
THE STATE OF Arizona §
COUNTY OF yuma §
§

This instrument was acknowledged before me on this the 6th day of march, 2017,
by Gregory K. Wilkinson (name or names).

{Seal}

4/20/2017
Commission Expires

Janet Pierson
Notary Public



THE STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on this the _____ day of _____, 20____,
by _____ (name), as _____
(type of authority, e.g., officer, trustee, etc.) of _____ (company)
on behalf of and as the act of the said entity.

{Seal}

Commission Expires

Notary Public

BID NO. 2017-20000142

CITY OF YUMA

ARABY ROAD AND INTERSTATE 8

16" WATER LINE RELOCATION PROJECT

C.I.P. NO. 0060-WATER 2

MAYOR

DOUGLAS J. NICHOLLS

CITY COUNCIL

WILLIAM CRAFT

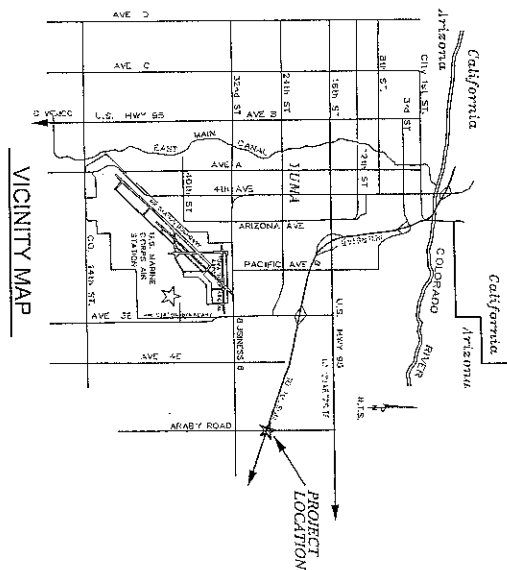
GARY KNIGHT

JACOB MILLER

MICHAEL SHELTON

EDWARD THOMAS

GARY WRIGHT



VICINITY MAP

CITY

ADMINISTRATOR

GREGORY K. WILKINSON

APPROVED: _____

CITY ENGINEER

APPROVED: _____

DIRECTOR, UTILITIES DEPARTMENT

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CONSTRUCTION SEQUENCE

THE CONTRACTOR SHALL PREPARE AND SUBMIT A CONSTRUCTION SCHEDULE TO THE CITY FOR APPROVAL. THE CONTRACTOR SHALL COMMENCE WORK ON THE NORTH SIDE ARABY ROAD AND WORK TO THE SOUTH. IT IS THE CITY'S CONTRACTORS RESPONSIBILITY TO COORDINATE WITH ADJOINING CONTRACTOR TO AVOID WATERLINE RELATIONSHIP. DELAYING ADJOINING ADJACENT ROAD RECONSTRUCTION WORK.

TESTING NOTES:

THE TESTING OF WATERLEAKS SHALL BE UNDERTAKEN AS FOLLOWS AND IN DECREASING ORDER OF PREFERENCE:

1. ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR AT LINE PRESSURE.
2. INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 160 PSI.
3. A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C 900, SECTION 10.1.1.1 (CURRENT EDITION) AND THAT CRITERIA ALSO APPLIES TO

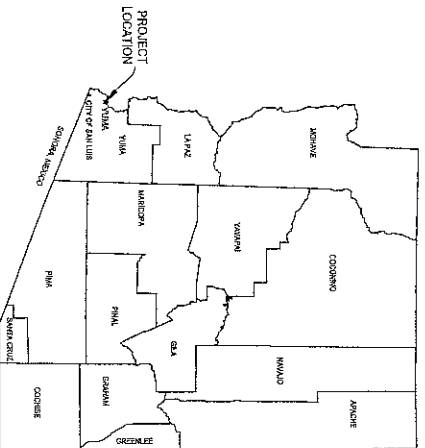
LENGTH OF PROJECT:

- 1,526 LF OF NEW 16" C905 CLASS 235 PVC WATERLINE.
- 250 LF OF NEW 16" DUCTILE IRON PIPE PRESSURE CLASS 300 WATERLINE.
- 159 LF OF NEW 10" C900 CLASS 235 PVC WATERLINE.

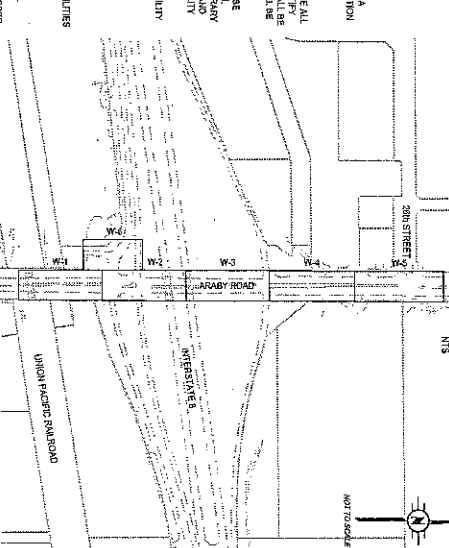
GENERAL NOTES

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF YUMA STANDARD CONSTRUCTION SPECIFICATIONS AND THE CURRENT CITY OF YUMA CONSTRUCTION SCHEDULED DETAIL DRAWINGS, 2008 EDITION, FOR WATERBAY CONSTRUCTION AND IN ACCORDANCE WITH ADOPTED STANDARDS FOR ALL OTHER HOLIDAY WATER.
 2. UTILITY LOCATING THE UNDERGROUND APPROPRIATE ONLY, CONTRACTOR SHALL POLOICE ALL POTENTIALLY CONFLICTING UTILITIES IN A TYPICAL 30' RADIUS FROM THE CONSTRUCTION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE CONSIDERED INCENTIVE TO COMPLETION OF THE PROJECT AND NO DIRECT PAYMENT WILL BE MADE FOR THE WORK.
 3. ALL CHIPPING AND RAVELLED UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITIES TO OBTAIN THE NECESSARY SUPPORT AND PERMITS FOR EXISTING UTILITIES. IF OVERHEAD LINE POLLS ARE BEING AND THE EXISTING UTILITY REQUEST TO BRIDGE THE POLLS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE POLLS OR BRIDGES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK ON ALL AFFECTED UTILITIES. THE UTILITY CONTRACTORS ARE AS FOLLOWS:
SOUTHWEST GAS, INC. 4500 N. 1ST AVE.
SCOTTSDALE, AZ 85251-4001
CENTURIAL GAS, INC. 8001 N. 1ST AVE.
SCOTTSDALE, AZ 85251-4001
AZ. WATER DELTA 875-335-0887
KNOX MORGAN, RUSSELL 760-222-2352
 5. CONTRACTOR MUST VERIFY EXISTING LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO BREAKING. CALL ARIZONA 811 - 1-800-451-1234 AT LEAST 48 HOURS PRIOR TO EXCAVATION.
 6. CONTRACTOR MUST VERIFY EXISTING LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO BREAKING. CALL ARIZONA 811 - 1-800-451-1234 AT LEAST 48 HOURS PRIOR TO EXCAVATION.
7. TYPICAL WATERBAY TRENCH DETAIL PER CITY OF YUMA STANDARD NO. 5204. NATIVE SOIL TRENCHES WHERE AVAILABLE MATERIAL, AND ALLS THE GRANULAR REQUIREMENTS OF PROPER BACKFILL OF TRENCHES.

LOCATION MAP



YUMA VICINITY MAP



KEY MAP

BENCHMARK

FD 3rd CITY OF YUMA BO IN HAND HOLE A
THE 1/4 CORNER OF SECTION 419

TEMPORARY BENCHMARK

FD 3 CITY OF VULMA BC
LOCATED IN GUTTER AT
THE C 14 CORNER OF SECTION 4, T9S, R22E
NORTHING = 611057.160
EASTING = 462659.711
EL ELEVATION = 216.69

WATER LINE NOTES:

UPON COMPLETION OF THE PROJECT THE CITY PROJECTED SHALL COMPLY WITH THE A.E.O. ENGINEER'S CERTIFICATE OF COMPLETION FOR DOCUMENTATION AND RETURN THE SAME TO THE APPROPRIATE LOCAL, REGIONAL, OFFICE, CONCERNED PARTY. THE CONTRACTOR SHALL FURNISH A COPY OF THIS DOCUMENTATION AND ONE SET OF PLANS, FOR THE RECORD, TO THE CITY OF YUMA, DDB - ENGINEERING DIVISION FOR REVIEW AND FILED.

ALL MATERIAL (PIPE AND F
CONFORM TO NSF 51A, 61

WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH ANNA SECTIONS 601, LATEST EDITION. THE CONTRACTOR SHALL SUBMIT OBSERVATION AND PRESSURE TEST RESULTS TO THE ENGINEER, SEE SPECIAL CONDITIONS.

REPRESENTATIVES OF THE CITY OF YUMA SHALL BE PRESENT WHEN THE WATER MAINS ARE BEING FLUSHED AND PRESSURE TESTED.

RESTRAINED WITH MEGALUG JOINT RESTRAINTS

THURST BLOCKS SHALL BE PER CITY OF YUMA STANDARD DETAILS NO. 1-000 AND NO. 5-100.

MEASUREMENT FOR PIPE MEASUREMENT THROUGH

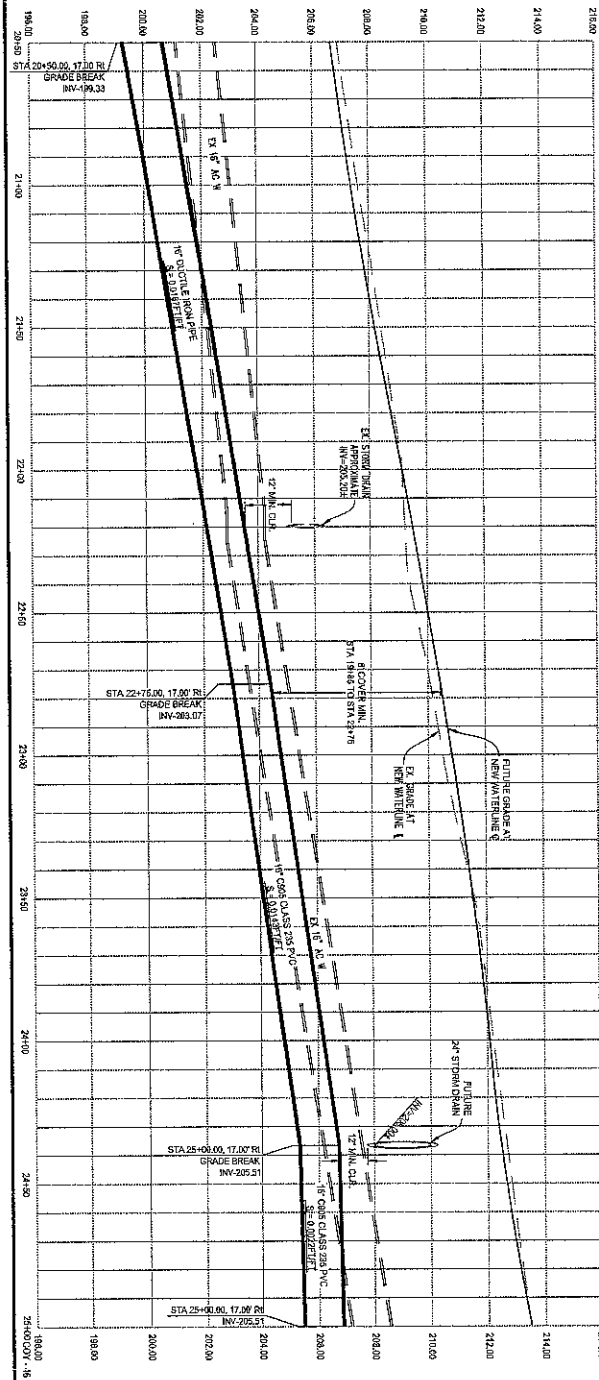
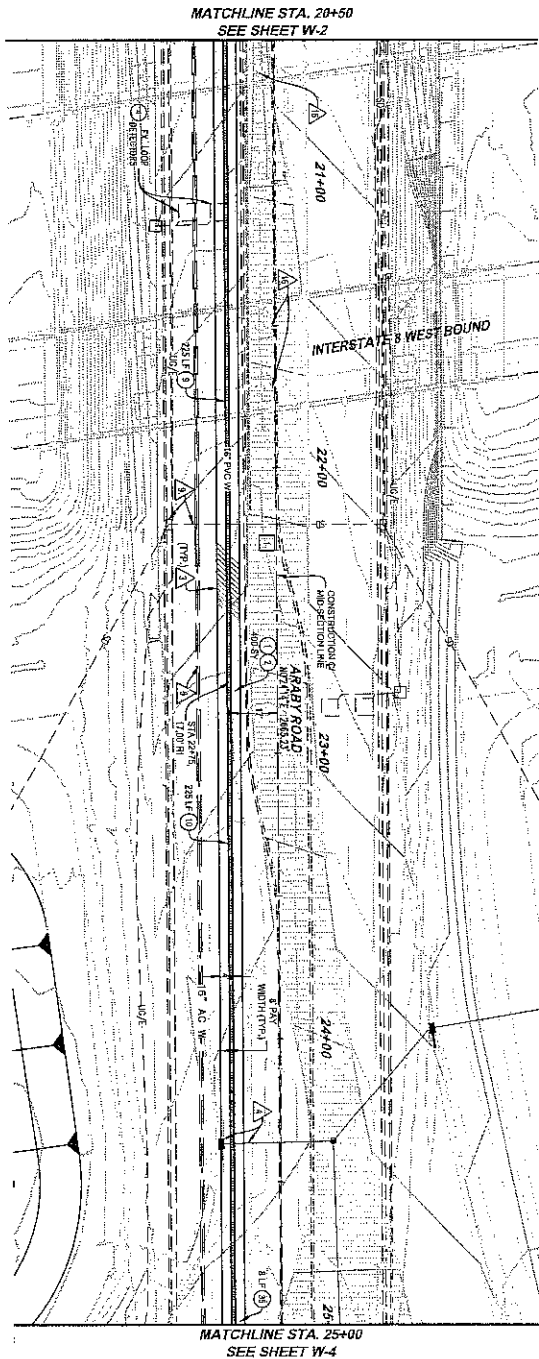
CROSSES, OR SIMILAR FITTINGS MEASUREMENT) SHALL BE TO THE CENTERLINE OF THE FITTING.

① PROJECT: D-1172817 JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 7232 W. 44TH ST. SUITE 2 YUMA, AZ 90404 (928) 784-7858	
CITY OF YUMA	
DRAWN: K.T.S. DATE: 12/21/18	DESIGNED BY: JLD DATE: 09/06/2018
ARABY ROAD AND INTERSTATE 8 16' VERTICAL CURVE RELOCATION PROJECT INDEX AND GENERAL NOTES	
CITY OF YUMA CAPITAL IMPROVEMENT PROGRAM	SHEET 61-2 2018



EXIST. POWER POLE
 NEW POWER POLE
 EXIST. TELEPHONE POLE
 NEW TELEPHONE POLE
 EXIST. TRAFFIC SIGNAL (T.S.)
 NEW TRAFFIC SIGNAL
 EXIST. LIGHT POLE (L.P.)
 NEW LIGHT POLE
 EXIST. WATER LINE
 NEW WATER LINE
 EXIST. D.D. CAP #/ 5.00'-0"FT
 NEW D.D. CAP W/5.00'-0"FT
 EXIST. FIRE HYDRANT (F.H.)
 NEW FIRE HYDRANT
 EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
 NEW FIRE DEPARTMENT CONNECTION
 EXIST. VALVE
 NEW VALVE
 EXIST. VALVE TO BE BROUGHT TO
 NEW VALVE A W/AVE BOX
 EXIST. THIRST BLOCK
 NEW THIRST BLOCK
 EXIST. WATER METER BOX
 NEW WATER METER BOX
 EXIST. WATER METER BOX (P.M.)
 EXIST. VALVE BOX TO BE RELOCATED
 EXIST. TRAFFIC SIGN
 NEW TRAFFIC SIGN
 EXIST. STREET SIGN
 NEW STREET SIGN
 EXIST. STREET LIGHT
 NEW STREET LIGHT
 EXIST. NEW BRICKWALK
 ROCK RIMPLY (AS NOTED)
 EXIST. TREE, PALM OR SHRUB
 EXIST. TREE, PALM OR SHRUB TO BE REMOVED
 EXIST. HOLE, PALM OR SHRUB TO BE REMOVED
 EXIST. HOLE (AS NOTED)
 EXIST. STORM DRAIN PIPE
 NEW STORM DRAIN PIPE
 EXIST. MAIL BOX
 EXIST. MAIL BOX TO BE RE-SET
 EXIST. SURVEY MONUMENT & COVER
 NEW SURVEY MONUMENT & COVER NO.
 EXIST. SURVEY MONUMENT COVER TO BE
 BROUGHT TO GRADE
 NEW SURVEY MONUMENT (AS NOTED)
 NEW SURVEY MONUMENT NO. 4460
 FOUND STREET MONUMENT
 SURVEY CONTROL POINT
 PROJECT BENCHMARK/CONARY BENCHMARK
 NEW CONSTRUCTION N+T
 REMOVAL NOTE
 COT-146

JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 8026 W. 40TH STREET, SUITE 100A, ALBUQUERQUE, NM 87119-7920	
CITY OF YUMA	
TOTAL N.T.S. DATE: 12/21/10	DRAWN BY: ELD CHECKED BY: MARYL
ARROYO ROAD AND INTERSTATE 8 10" WATER LINE RELOCATION PROJECT	
LEGEND & ABBREVIATIONS	
CITY OF YUMA CAPITAL IMPROVEMENT PROGRAM	SCHEDULE G-3



SCALE: 1" = 20'

REMARKS	DATE	BY
REVISIONS		
1. REVISIONS	8/1	400
2. REVISIONS	8/1	400

CONSTRUCTION NOTES	DATE	BY
1. REVISIONS	8/1	400
2. REVISIONS	8/1	400
3. REVISIONS	8/1	400
4. REVISIONS	8/1	400
5. REVISIONS	8/1	400
6. REVISIONS	8/1	400
7. REVISIONS	8/1	400
8. REVISIONS	8/1	400
9. REVISIONS	8/1	400
10. REVISIONS	8/1	400

- GENERAL NOTES
- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND HIGHWAYS AT ALL TIMES.
 - 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 - 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
 - 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC AND CULTURAL RESOURCES.
 - 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ENVIRONMENTAL FEATURES.
 - 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOCIAL AND ECONOMIC FEATURES.
 - 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING POLITICAL AND LEGAL FEATURES.
 - 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ETHNIC AND RACIAL FEATURES.

DESIGNED: 10/15/2017

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
2020 W. 24TH ST. SUITE 200 YUMA, AZ 85404 (928) 792-7223

CITY OF YUMA

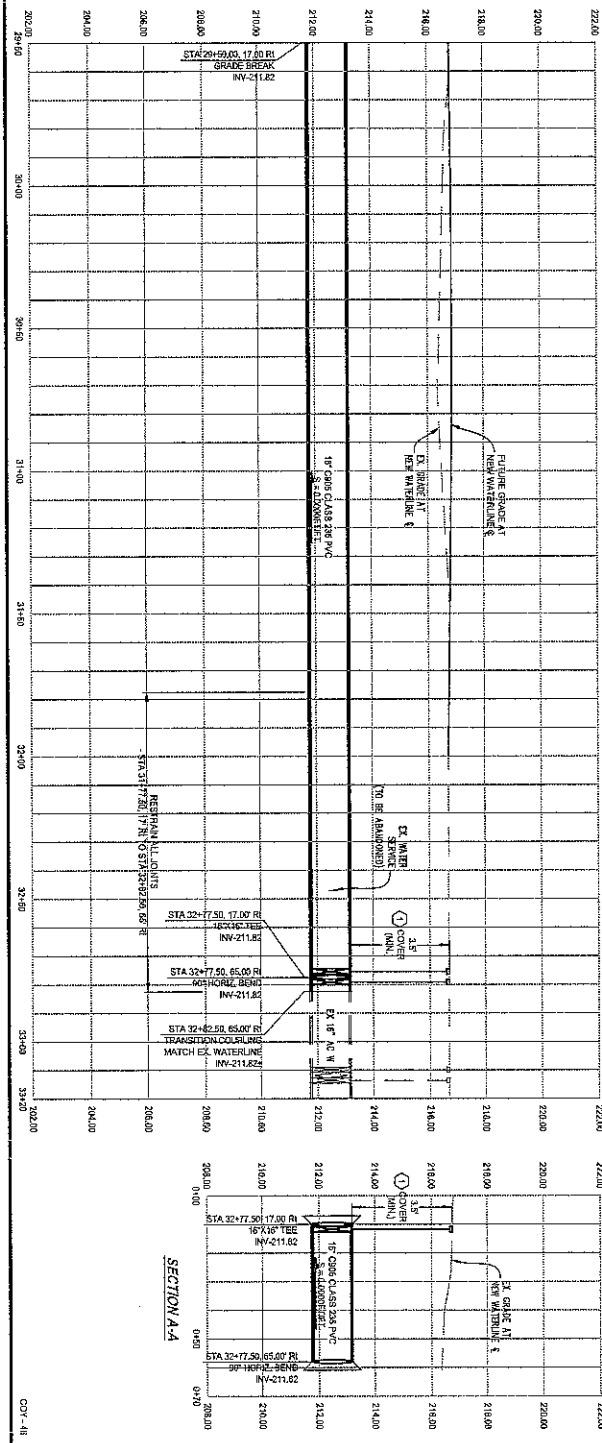
ARABY ROAD AND INTERSTATE 8
PLAN AND PROFILE
STA 20+00 TO STA 25+00

CAPITAL IMPROVEMENT PROGRAM

DATE: 10/15/2017
BY: J. DAVEY
CHECKED: J. DAVEY
DATE: 10/15/2017

W-3



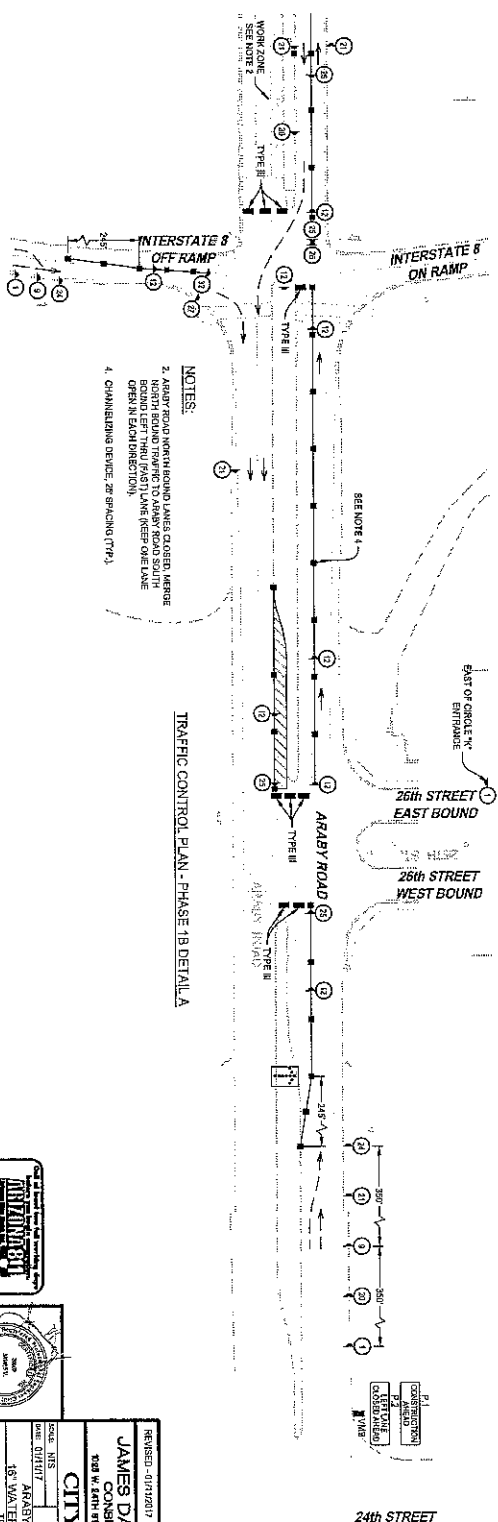
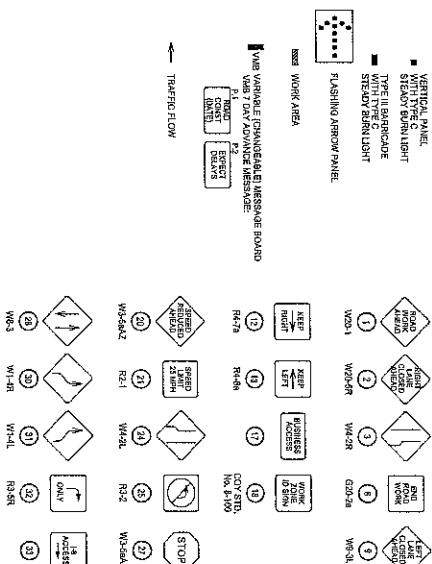


① RELEASED - 04/19/2017 JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 5208 N. 44TH ST. SUITE 100A, FT. WORTH, TX 76104 TEL: 817-282-7992 FAX: 817-782-7992	
CITY OF YUMA	
PROJECT NO. 17-07 SHEET 128 OF 16	DRAWING NO. 17-07-004-001-012
ARABY ROAD AND INTERSTATE 8 45' WATER LINE RELOCATION PROJECT PLUM AND PROFILE	
STA 249+00 TO END OF PROJECT	
CITY OF YUMA CAPITAL IMPROVEMENT PROGRAM	DRAWN: JHWH W-5

[illegible]

- [illegible]

TRAFFIC CONTROL SIGN LEGEND

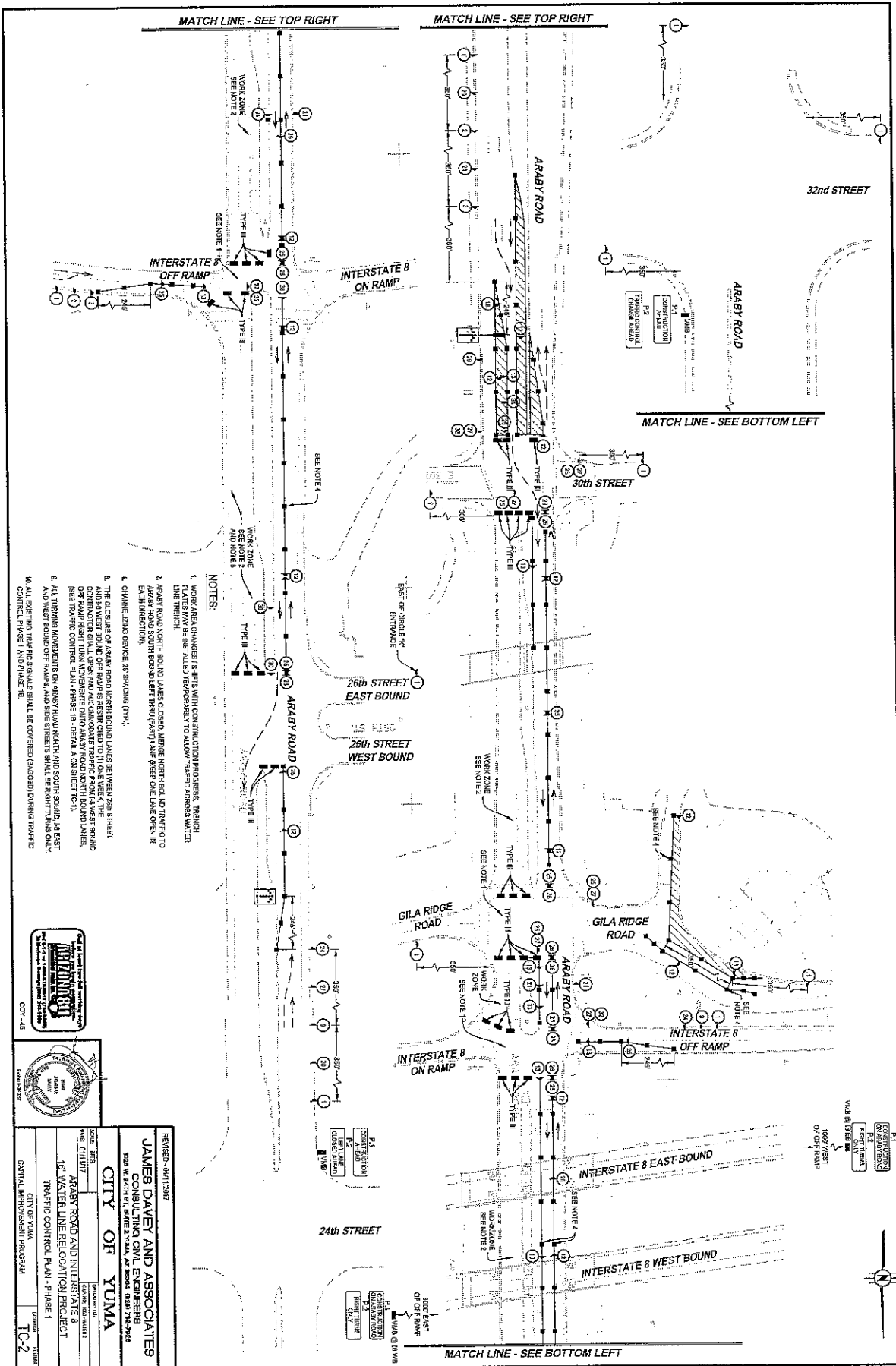


TRAFFIC CONTROL PLAN - PHASE 1B DETAIL A

24th STREET



RECEIVED - CIVIL ENGINEERING	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 702 W. 4TH ST., SUITE 2 YUMA, AZ 85404 (908) 782-7939	
CITY OF YUMA	
CACHE HIS	SUBJECT OR DATE
DATE: 01/17/79	FROM: RAYMOND ROSS AND INTERVIEW WITH THE CITY OF YUMA
GENERAL NOTES & LEGENDS	
GENERAL INFORMATION PROGRAM	
CITY OF YUMA	STATION: TC-1



NOTES:



REVISED - 06/11/2017	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 2002 W. 24TH ST., SUITE 100A, LA SALLE, ILL 60476 (815) 726-7996	
CITY OF YUMA	
PROJECT: 115 DRAWING: 01/11/17	DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 06/09/16
ARROYO ROAD AND INTERSTATE 8 1 st WATER LINE RELOCATION PROJECT TRAFFIC CONTROL PLAN - PHASE 2	
CITY OF YUMA CAPITAL IMPROVEMENT PROGRAM	DRAWN BY: [Signature] DATE: 06/09/16
TCC-3	115

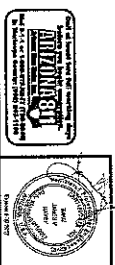


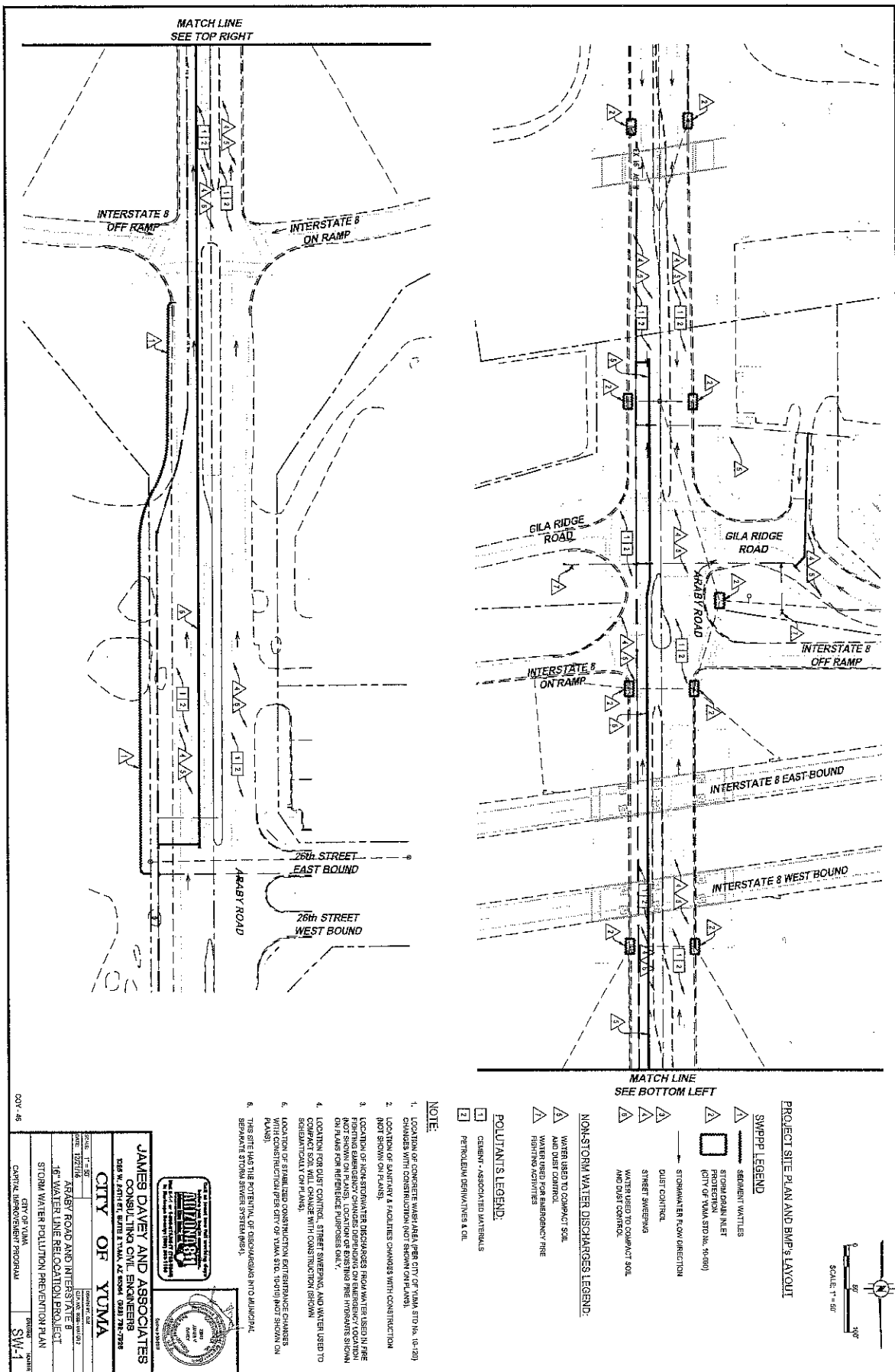
TC-3

NOTES:

4. CHANNELIZING DEVICE, 25' SPACING (TYP.)
6. ARABY ROAD SOUTH BOUND RIGHT (SLOW) LANE CLOSED, MERGE TRAFFIC TO LEFT (HOV 3+5) LANE.
7. TRAFFIC CONTROL PLAN - PHASES 3-4 SHALL BE USED TO ADAPTON EXISTING WATER VALVES IN PLACE AND TO REMOVE EXISTING AC WATER LINES.

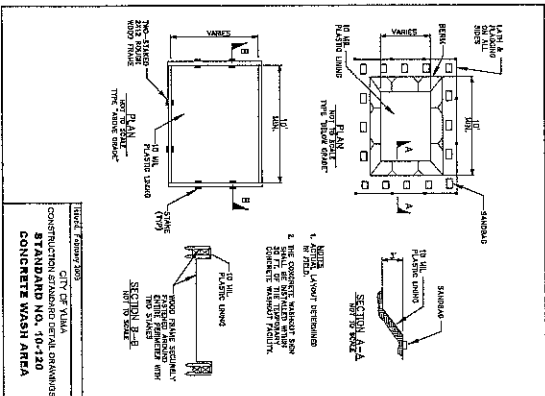
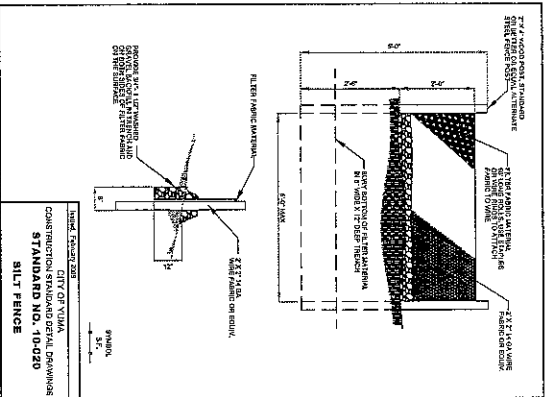
REVISION - 01/11/2017	
JAMES DAVEY AND ASSOCIATES	
CONSULTING CIVIL ENGINEERS	
520 E. 24TH ST., SUITE 1100A, DENVER, CO 80202-3735	
TEL: 303.733.7935	
CITY OF YUMA	
PLAN: NIS	DATE: 06/01/17
SCALE: 1"=10'	DATE: 06/01/17
ARADY ROAD AND INTERSTATE 8	
15' WATER LINE RELOCATION PROJECT	
TRAFFIC CONTROL PLAN - PHASE 3	
CITY OF YUMA	DRAWN: JAMES DAVEY
CAPITAL IMPROVEMENT PROGRAM	IC4





BEST MANAGEMENT PRACTICES (BMP) GENERAL NOTES

1. CONTRACTOR MAY NOT COMMENCE ANY LAND DISTURBING ACTIVITIES BEFORE THE APPROVED DATE ASSIGNED BY YUMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).
2. BEST MANAGEMENT PRACTICES (BMP) IN THIS SWEEP ARE FOR TEMPORARY EROSION AND SEDIMENT CONTROL ONLY. BMP'S SHALL BE AS SEEN AND SHALL BE CONSTRUCTION ACCORDANCE WITH SWEEP AND DEQ SPECIFICATIONS AND GOOD ENGINEERING PRACTICES.
3. SEDIMENT TRAPLES USED IN THIS PROJECT SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
4. BMP'S SHALL BE MAINTAINED IN ACCORDANCE WITH THIS SWEEP. IN THE EVENT THAT PRECIPITATION IS HEAVY, ACCORDING TO LOCAL FORECAST, THE CONTRACTOR SHALL SUPPLY A MAIN GUARD AND MONITOR THE AMOUNT OF RAINFALL AND DOCUMENT THE PRECIPITATION RESULTS AND WITHIN 24 HOURS OF THEIR OCCURRENCE, REPORT THE INFORMATION TO THE CITY.
5. DUST CONTROL BY WATERING OR OTHER MEANS SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD AND SHALL BE REPORTED TO THE CITY DURING THE CONSTRUCTION PERIOD.
6. SEDIMENTATION AND DRAINAGE OPERATIONS SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD.
7. STREET SWEEPING SHALL BE CONDUCTED BY CONTRACTOR TO REMOVE SEDIMENT ON BEARS FROM PAVED SURFACES IN ORDER TO PREVENT EROSION AND SEDIMENT TRANSPORT. THE FOLLOWING SHALL BE MAINTAINED:
 - A. MECHANICAL SWEEPING TO COLLECT DIRT AND SEDIMENT.
 - B. PROPER DISPOSAL OF WASTE COLLECTED BY SWEEPING OPERATIONS.
 - C. A CERTAIN MINIMUM SWEEPING RATE SHALL BE ESTABLISHED TO MAINTAIN TRACKED SEDIMENT AND EASE SWEEPING OPERATIONS.
8. LOCATION OF CONCRETE WASHOUT, SANITARY FACILITIES, AND STORAGE AREAS MUST BE APPROVED BY CITY OF YUMA AND COORDINATED WITH CONTRACTOR.
9. REMOVE ALL BMP'S BEFORE SUBMITTING THE NOTICE OF TERMINATION (NOT TO ADO).
10. INSTALL PROJECT INFORMATION SIGN PER CITY OF YUMA STD No. 8-100.



STANDARD NO. 8-100

WORK ZONE IDENTIFICATION SIGN

SEE NOTES ON SHEET 2.

COMPANIES - CALL

373-4300

Expected End of Work:

Month / Day / Year

STANDARD NO. 8-100

WORK ZONE IDENTIFICATION SIGN

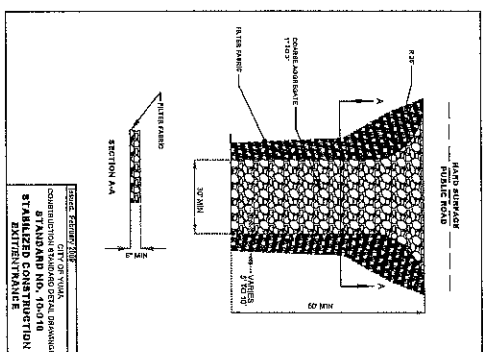
SEE NOTES ON SHEET 2.

COMPANIES - CALL

373-4300

Expected End of Work:

Month / Day / Year



CONV. 48

JAMES DAVEY AND ASSOCIATES

CONSULTING CIVIL ENGINEERS

CITY OF YUMA

STANDARD NO. 10-090

STORM WATER POLLUTION PREVENTION PLAN

SW-2





Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: EPNG

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 **EPNG** (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 **EPNG** (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.