



**REQUEST FOR  
PROPOSAL**

**161KV LINE RIGHT OF WAY  
TREE TRIMMING AND  
CLEARING**

For

Hannibal Board of Public Works  
#3 Industrial Loop Drive  
PO Box 1589  
Hannibal, MO 63401

By

**BHMG Engineers, Inc.**

November 5<sup>th</sup>, 2021



**ADDENDUM NO. 1**

**FOR**

**HANNIBAL BOARD OF PUBLIC WORKS**

**FINN-OKWD7177 161kV LINE RIGHT OF WAY TREE TRIMMING AND CLEARING**

**November 16<sup>th</sup>, 2021**

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**ADD-1**

1. Updated proposal due date – Proposals due by December 10<sup>th</sup>, 2021.

END OF ADDENDUM

Please indicate receipt of this Addendum by signature and company, and email by 12:00 P.M. central standard time on November 19<sup>th</sup>

**Email:** [jbeerman@bhmg.com](mailto:jbeerman@bhmg.com)

Name \_\_\_\_\_

Company \_\_\_\_\_



## **Overview:**

BHM Engineers, Inc. is requesting a proposal for the Hannibal Board of Public Works (HBPW) for the supervision, materials, labor, tools, equipment and transportation necessary to trim or remove trees, brush and perform other utility forestry services in Hannibal, MO as described in the below specifications and Appendices.

## **Specifications:**

### PART 1 - GENERAL

#### 1.1 SCOPE

These specifications require the furnishing of all supervision, materials, labor, supplies, tools, equipment and transportation necessary to trim or remove trees, brush, and perform other utility forestry services including right of way clearing, and at such time and place as may be designated by authorized representatives of HBPW.

### PART 2 – BIDDER’S QUALIFICATIONS

- 2.1 Bids will be accepted only from well-established and qualified licensed contractors, trained and experienced in the clearing of power line rights of way and tree trimming, that are approved by HBPW. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.
- 2.2 Bidders must show that their equipment and facilities are sufficient, and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid HBPW in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to HBPW, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

### PART 3 – INSTRUCTIONS TO BIDDERS

- 3.1 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the system to become familiar with local conditions that may in any manner affect cost, progress, or performance of the work, (c) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate the Bidder’s observations with the requirements of the Contract Documents.
- 3.2 HBPW reserves the right to reject any and all bids, waive any and all technicalities therein, disregard all nonconforming or conditional bids, and evaluate and award bids on other than a low bid basis. By submission of a bid, Bidder thereby agrees to these stipulations and will not challenge HBPW's decisions.

### PART 4 – GENERAL REQUIREMENTS

- 4.1 A contract crew shall consist of all necessary personnel and all necessary tools and equipment as outlined in the Contractor’s Qualification Application Form, to complete the work safely and efficiently. HBPW reserves the right to do any Work covered within this



- Contract by its own forces, to have such Work performed by other contractors, to cause such Work to be completed by other means, or to defer any Work to a future date.
- 4.2 Since Contractor(s) employees come in contact with HBPW customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
  - 4.3 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The Contractor shall be required to place stickers on all vehicles designating "HBPW CONTRACT TREE TRIMMING". HBPW shall furnish approved stickers. The average age of all aerial lift devices and other motorized vehicles used in connection with the Contract, when considered together as a group, shall be five (5) years or less. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. HBPW shall not render payment for any charges in connection with lost productivity due to equipment failure or malfunction.
  - 4.4 When convenient for HBPW, the Contractor may be given permission to park vehicles and equipment on HBPW property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than HBPW owned facilities and paying all associated costs. HBPW shall not be responsible for any damage or loss of Contractor's equipment.
  - 4.5 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of HBPW or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Department of Transportation requirements, Department of Agriculture requirements, Workers' Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
  - 4.6 Contractor shall secure from HBPW information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that HBPW's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
  - 4.7 Contractor shall promote a drug and alcohol-free working environment.
  - 4.8 Contractor shall perform all Work to the complete satisfaction of REU and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by HBPW. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to HBPW. Failure by HBPW to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.
  - 4.9 Contractor agrees to provide adequate notice and if possible, obtain consent, for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs



and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property. When property owners cannot be readily contacted, door hangers shall be left to inform them that Contractor was present to trim trees. Hangers shall contain information as Company Name, Address, Phone Number, etc. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to HBPW.

- 4.10 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to affect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to HBPW.
- 4.11 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to HBPW of the required insurance coverage stated in this Section from insurance companies duly authorized to do business in the state that are acceptable to HBPW, and shall name HBPW, its officers, directors, and employees, as additional insureds. The certificate of insurance shall require thirty (30) days prior written notice to HBPW of cancellation, modification, or expiration of the insurance.

#### PART 5 – RIGHT OF WAY CLEARING AND TREE TRIMMING

- 5.1 Right of way clearing and tree trimming shall be performed in preparation on construction of a three-phase monopole transmission line in accordance with Appendix "A". Emphasis shall be placed on removing trees, shrubs, bushes, and all vegetation, rather than trimming, and all bids shall anticipate removals. Where trimming only is permitted as indicated by right of way boundaries and HBPW, the lateral pruning method shall be employed. Overhead clearance of all lines or spans shall be Ground-to-sky, however, trimming above these conductors may be limited, unless otherwise specified, to the maximum reach of the bucket so long as a minimum of 15' overhead clearance is provided. An emphasis will be placed on trimming around existing power poles and obstructions for unimpeded access by utility personnel. HBPW and BHM will ensure that the right of way boundaries will be marked via stakes/flags. Appendix B identifies the 100ft width of right of way. The trimming and clearing should focus on the easement marked and not the existing line, as outlined in section 5.2.
- 5.2 Existing 34.5kV line is currently along south boundary of 100ft right of way - trimming should not be done based on this line, as it will be removed during construction. New line will be in center of 100ft right of way. Entire 100ft right of way should include full tree removal and side trimming as outlined in this specification, and as directed by Appendix A details.
- 5.3 Unless otherwise specified by HBPW, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four (4) inches for brush stubs and six (6) inches for tree stumps.
- 5.4 Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the HBPW system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor and at approved locations. All disposal costs shall be included in the cost submitted on the HBPW bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started. All severed limbs



- and branches (hangers) shall be removed.
- 5.5 No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.
  - 5.6 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify HBPW of the location of the incident.
  - 5.7 Contractor shall attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission will be sought in connection with the proposed trimming to be done. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.
  - 5.8 Panhandle Eastern Pipe Line Company owns and operates a natural gas pipeline within sections of the right of way to be cleared, as indicated in Appendix B drawing. Panhandle Eastern construction and maintenance requirements are attached in Appendix C and shall be followed to ensure the safety of their facilities. Contractor shall be responsible for communicating with Energy Transfer Company (parent company to Panhandle Eastern Pipeline Company) to ensure requirements are being met. Contacts are listed below. Energy Transfer will be on site during right of way entry.

Brian Andersen – Pipeline Specialist (Main Contact)  
 Office: 913-906-1512  
 Cell: 913-669-1887  
 Email: [brian.anderson@energytransfer.com](mailto:brian.anderson@energytransfer.com)

Dan Barton – Operations Manager  
 Office: 217-734-3221  
 Cell: 217-430-2511  
 Email: [daniel.barton@energytransfer.com](mailto:daniel.barton@energytransfer.com)

Britt Smith Harvey – Right of Way representative  
 Office: 913-906-1546  
 Cell: 913-284-2739  
 Email: [britt.smith@energytransfer.com](mailto:britt.smith@energytransfer.com)

**RFP Schedule:**

RFP Issued	11/05/2021
RFP Questions Due	11/17/2021
Quotes Due	11/30/2021

**Trimming Schedule:**

Trimming Start	12/13/2021
Trimming Complete	03/28/2022



**Proposal Breakdown:**

- **161kV Right of Way Tree Trimming and Clearing:**

**LUMP SUM Cost:**    \$ \_\_\_\_\_

In addition to the lump sum work described above, Contractor shall furnish rates for the following crew to be considered in the performance of work on an hourly rate-of-pay basis. These rates will be considered for the award of work under this contract and as part of the overall evaluation of the contractor’s proposal or bid.

	<b>Billing Rates</b>	
	<u>Regular</u>	<u>Overtime</u>
Labor – Working Foreman/Crew Leader (Qualified Line-Clearance Arborist)	\$ _____	\$ _____
Labor – Trimmer No. 1	\$ _____	\$ _____
Labor – Worker	\$ _____	\$ _____
Equipment as specified below:	\$ _____	\$ _____

Pick-up truck, aerial Lift/Chip Combination Unit (55 ft. min. working height; \_\_\_ cubic yard covered dump body), and disc chipper fully equipped with all necessary accessories and safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

**HOURLY TOTAL:**    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

**This Bid submitted by:**

Company Name: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

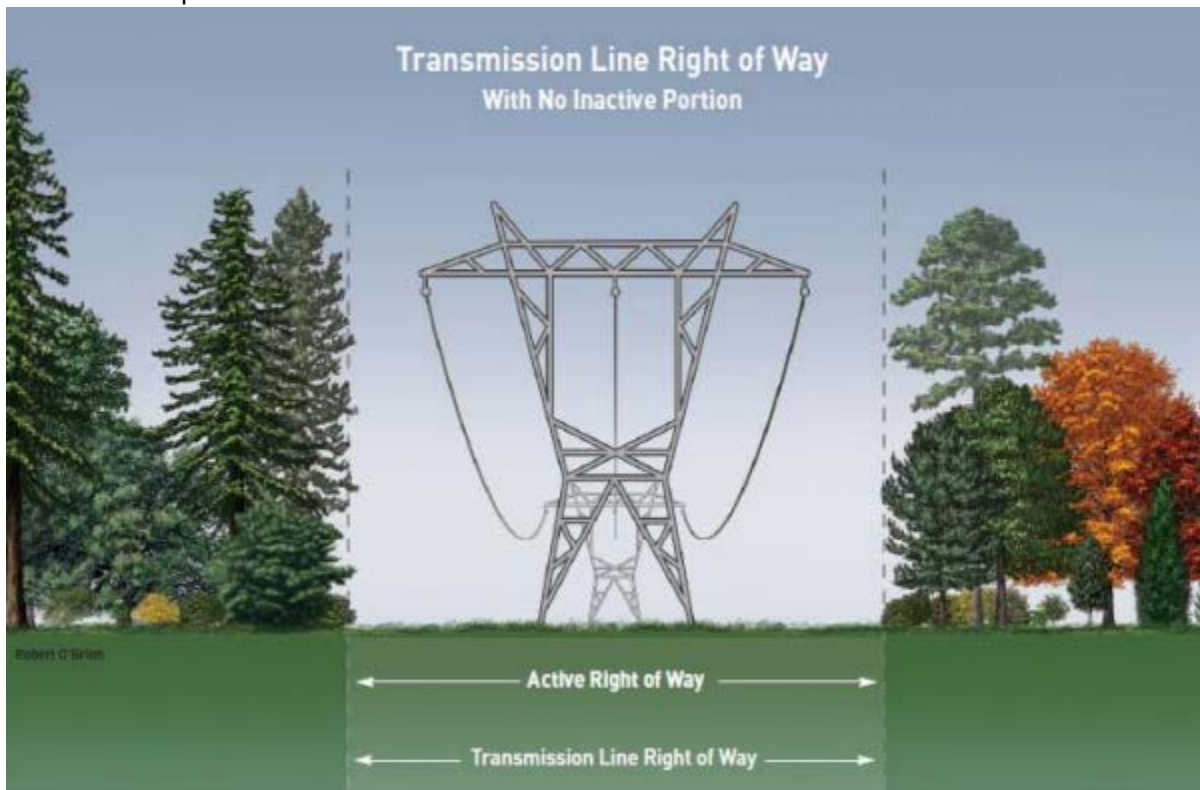
*All RFP correspondence and proposals shall be sent electronically to Jake Beerman at [jbeerman@bhmg.com](mailto:jbeerman@bhmg.com) and Matt Frederick at [mfrederick@bhmg.com](mailto:mfrederick@bhmg.com) per the scheduled dates above. Hard copies of the proposals are not required.*



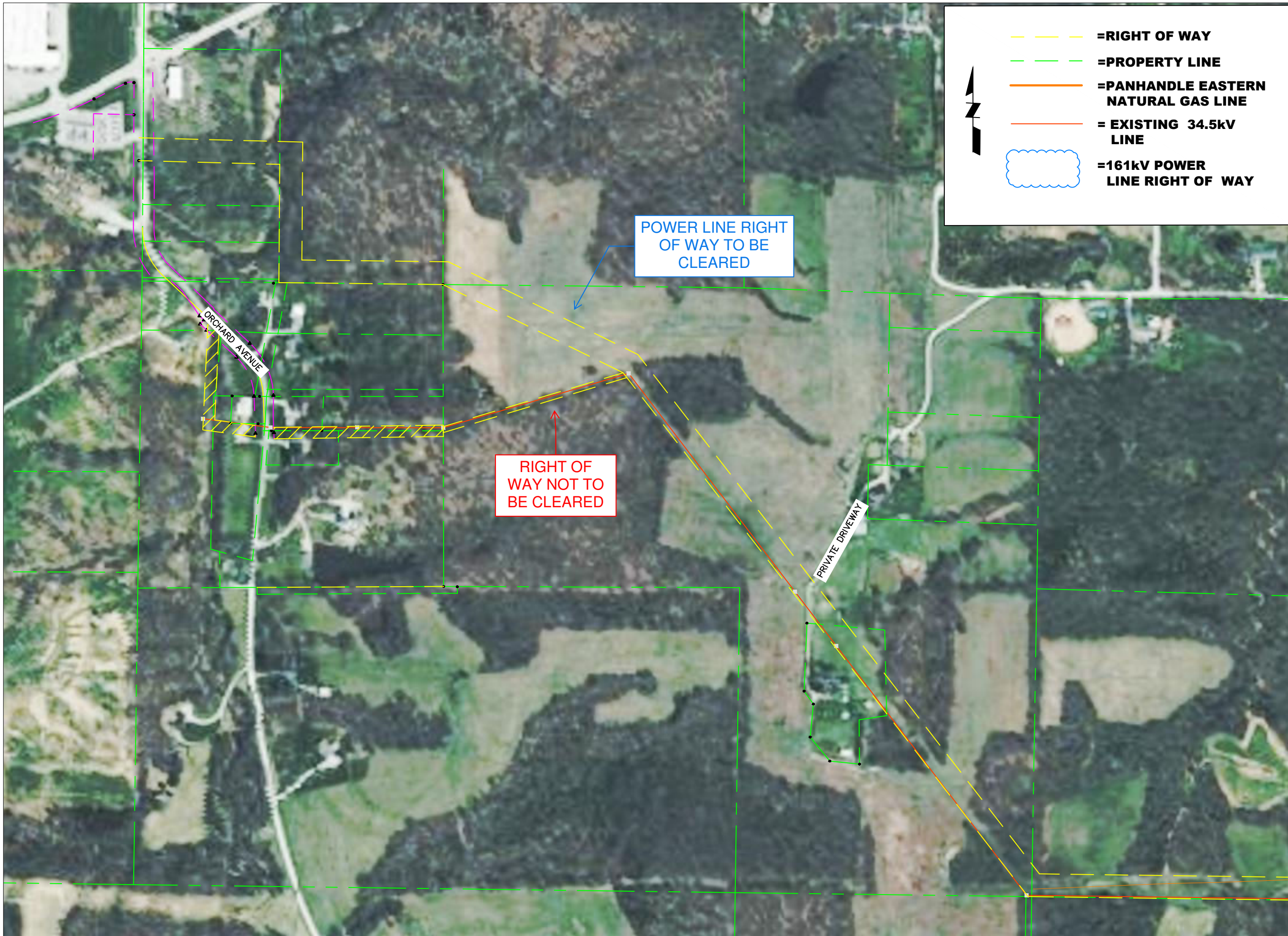
### APPENDIX A

#### Preferred Methods of Trimming Trees and Clearing Right of Way

In accordance with NERC, NESC, IEEE, and RUS vegetation clearing is utilized to maintain a reliable electric transmission system by using a defense-in-depth strategy to manage vegetation located on transmission rights of way (ROW) and minimize encroachments from vegetation located adjacent to the ROW, thus preventing the risk of those vegetation related outages that could lead to cascading. The purpose of this scope is to clear for construction of the future 161kV line, and shall be conducted as outlined in this specification.







--- =RIGHT OF WAY  
--- =PROPERTY LINE  
--- =PANHANDLE EASTERN NATURAL GAS LINE  
--- = EXISTING 34.5kV LINE  
  =161kV POWER LINE RIGHT OF WAY

POWER LINE RIGHT OF WAY TO BE CLEARED

RIGHT OF WAY NOT TO BE CLEARED

ORCHARD AVENUE

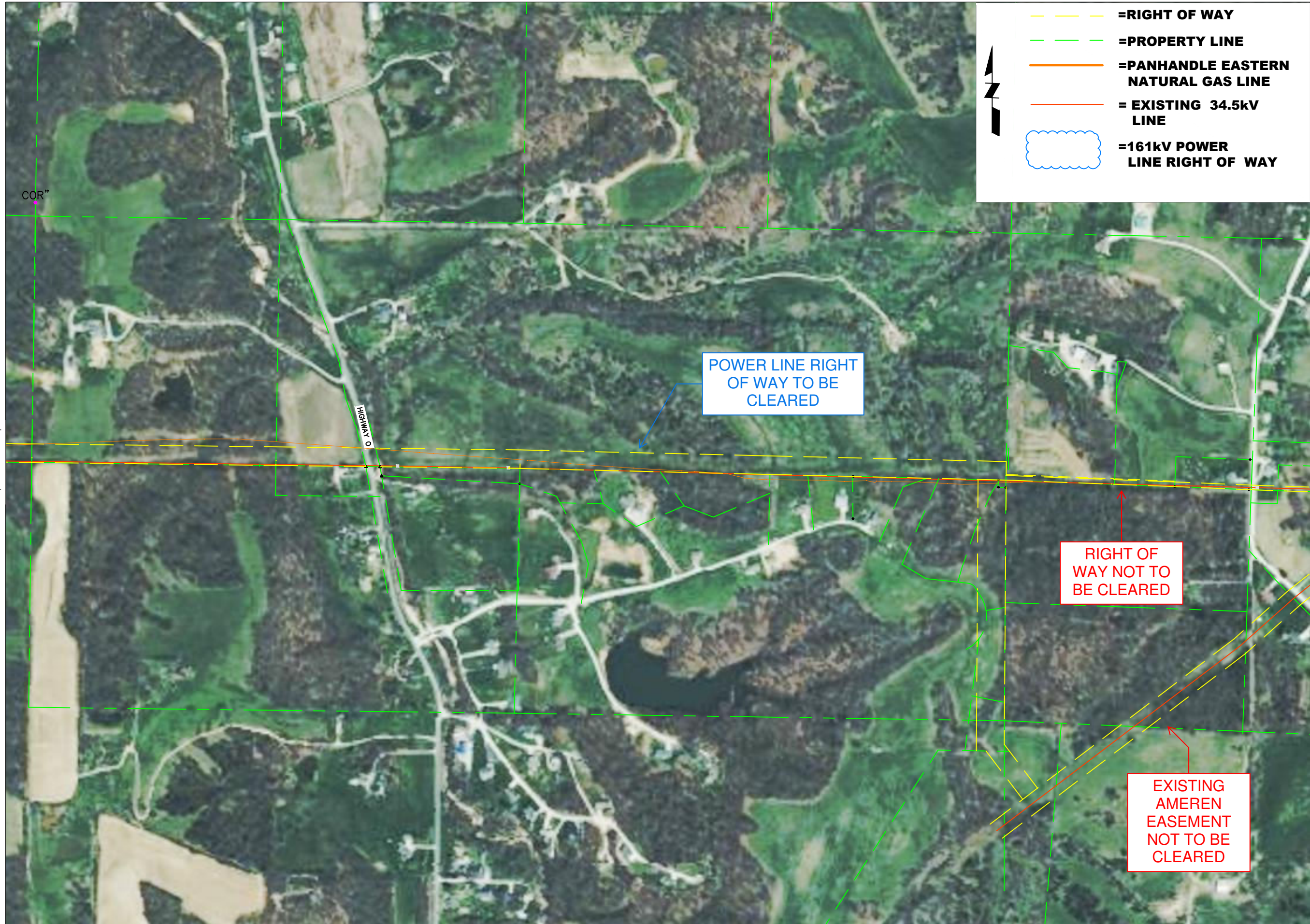
PRIVATE DRIVEWAY

SHEET 2



**HBPW**  
 161 kV LINE RIGHT OF WAY TREE TRIMMING AND CLEARING APPENDIX B 11/05/21





--- =RIGHT OF WAY  
 --- =PROPERTY LINE  
 --- =PANHANDLE EASTERN NATURAL GAS LINE  
 --- = EXISTING 34.5kV LINE  
 --- =161kV POWER LINE RIGHT OF WAY



**HBPW**  
**161 kV LINE RIGHT OF WAY TREE TRIMMING AND CLEARING APPENDIX B 11/05/21**





## **GENERAL GUIDELINES FOR THIRD-PARTY CONSTRUCTION OR MAINTENANCE ACTIVITIES**

Energy Transfer and its affiliates and related companies (“ET”) are dedicated to the highest safety standards in the continued operation of their pipelines and facilities. Of utmost importance to ET is the continued safety of the public and its pipeline and facilities during construction and other activities on, across, over or under its right-of-way. ET is therefore pleased to provide these general guidelines (“Guidelines”) for third-party construction, blasting, installation or modification of pipelines, underground utilities, roads, streets, driveways, ditches, drainage canals or any other type of temporary or permanent structure or obstruction or any other encroachment on, over, across, or paralleling, ET’s right-of-way (hereinafter referred to as “Crossing” or “Crossings”).

These Guidelines are intended to be consistent with State Code and are further based upon industry standards and practice. These Guidelines are merely guidelines and upon notification to ET of a proposed Crossing, as required by State Code, each proposed Crossing and its corresponding finalized plans and profile drawings will be evaluated by ET and the third-party requesting such Crossing, pending final approval.

### **1. Notification**

- a. The party requesting such Crossing shall use its best efforts to provide ET with its finalized plans and profile drawings at least thirty days (30) days prior to any related construction or maintenance activity. The Pipeline Facility shall include, but is not limited to, rights-of-way, fee properties, easements, pipelines, meter and regulator buildings and valve sites (“ET Pipeline Facility” or “Facilities”). Unless otherwise agreed to by ET in writing, no equipment shall enter onto ET’s Pipeline Facility unless an ET representative is on location.
- b. No excavation shall occur in the vicinity of ET’s pipeline facility until:
  - 1) In accordance with the State approved Notification Centers, ET shall be notified at least 48 hours in advance of any construction or maintenance activity. You must contact the State approved Notification Center at 811. Before commencing any Crossing at or near ET’s Pipeline Facility you must also contact ET’s Field Representative(s);
 

**Brian Andersen - 913-669-1887 (Cell)**

**Britt Smith Harvey - 913-284-2739 (Cell)**

**Dan Barton - 217-430-2511 (Cell)**
  - 2) Unless otherwise agreed to by ET in writing, an ET inspector is on site to monitor the excavation activities.

### **2. Drawings for Proposed Construction or Maintenance**

Any proposed construction or maintenance activity in the vicinity of ET’s Pipeline Facility will require submittal of final plans and profile drawings for prior review and approval by ET. One (1) copy of these drawings must be submitted to ET’s Encroachment Department via e-mail [Encroachments@energytransfer.com](mailto:Encroachments@energytransfer.com). All plans and drawings must show in detail, all of ET’s

Pipeline Facilities, its corresponding right-of-way and any other landmarks that will assist ET to determine the location of the proposed Crossing and the affects of the proposed construction or maintenance activity on ET's Pipeline Facility.

**3. Encroachment Agreement**

In certain instances, due to the type of crossing required and the probable impact upon ET's Facilities, an encroachment agreement may be necessary for proposed construction or maintenance within ET's Pipeline Facility. ET shall be responsible for preparing such encroachment agreement and shall bear the cost and expense in such preparation. Such encroachment agreement shall outline the responsibilities, conditions and liabilities of the parties and must be fully executed and in ET's possession prior to commencing any construction activity.

**4. Insurance Coverage**

In certain instances, due to the type of crossing required and the probable impact upon ET's Facilities, ET may require evidence of comprehensive general liability insurance coverage prior to any construction or maintenance activity in the vicinity of its Facilities. In the event that ET requires evidence of comprehensive general liability insurance, ET and/or its affiliates and related companies, whichever the case may be, shall be named as additional insured.

**5. Crossing Pipelines with Equipment**

To protect ET's pipelines or related Facilities from additional external loading, ET may perform a field survey and an engineering study to determine the effects of any proposed activity over its pipelines or related Facilities. Mats, timber, bridges, or other protective materials deemed necessary and appropriate by ET may be required and placed over ET's pipelines or related Facilities for the duration of any loading. E-mail encroachments@energytransfer.com.

**6. Excavation, Cuts, or Fill near ET's Pipeline Facility**

- a. Unless otherwise agreed to by ET in writing, an ET representative will be on location prior to and during construction activity within ET's Pipeline Facility.
- b. No heavy equipment of any type will be permitted to work directly over ET's pipelines or related Facilities, unless otherwise agreed to in writing by ET.
- c. All excavation within eighteen inches (18") of any pipeline will be performed by hand. At the discretion of ET's onsite representative, excavators may be required to hand dig beginning at a distance greater than eighteen inches (18").
- d. All excavations within ET's Pipeline Facility shall be backfilled with a minimum of eight inches (8") lifts of backfill material, where pipeline padding is reduced ensure backfill is clean and free from rock, trash, concrete, rubbish, or hazardous material. Soil backfill must be compacted to the satisfaction of the ET onsite inspector so that settling does not occur.
- e. No grade cuts will be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET and with ET's representative on location. An engineering study may be performed to ensure that the lateral stability of ET's pipelines or related Facilities are not affected.

- f. No fill shall be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET. No more than twenty-four inches (24") of earthen fill material (pipeline cover not to exceed 7ft.), free from any rocks, trash, concrete, rubbish, rebar, hazardous materials, etc., will be permitted within ET's Pipeline Facility, unless otherwise agreed to in writing by ET.
- g. Earthen cover over ET's pipelines shall be thirty-six inches (36") or no less than what was originally there prior to any construction. In the event that ET determines that a lesser cover will not increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's pipelines or related Facilities, ET may allow a lesser earthen cover, in a minimum amount as determined solely within the discretion of ET.
- h. No trash or debris shall be placed in any excavation or left in or on ET's Pipeline Facility.
- i. The creation of storm water outfalls or other water management controls which would make the pipeline right-of-way more susceptible to erosion shall be avoided or mitigated.

**7. Aboveground Appurtenances, Structures and Obstructions**

- a. Unless otherwise agreed to in writing by ET, no aboveground appurtenances, structures, or obstructions of a temporary or permanent nature shall be located within ET's Pipeline Facility that, in any way, interfere with operating, maintaining, accessing, inspecting, repairing, modifying, replacing or relocating such Facilities. The appurtenances, structures and obstructions include, but are not limited to the following: buildings, structures, signage, utility poles, steel towers, guy wires, other structures supporting aerial lines, satellite dishes, manholes, catch basins, septic systems, utility pedestals, transformers, fire hydrant, large spoils of earthen materials, decks, pools, boats, RV's, trailers and storage of hazardous or non-hazardous materials.
- b. Unless otherwise agreed to in writing by ET, no foreign towers (Wind Turbine and Communication Towers) are permitted within 1500 feet (1500') of company facilities. Refer any requests to the Right-of-Way Representative/Encroachments Group.

**8. Proposed Pipe and Utility Lines**

- a. General Guidelines:
  - 1. For the safety of the public and to lessen the risk of a break, leak, rupture or other damage to ET's Pipeline Facility and in furtherance of the state code, ET's Pipeline Facility shall be positively located by ET before any Crossings are constructed or installed near ET's Pipeline Facility.
  - 2. Plan and profile drawings are required for all foreign utility crossings.
  - 3. For open trench crossings, ET requires a minimum clearance of twenty-four inches (24") be maintained between the bottom of ET's pipeline or related Facilities and any foreign line or facilities unless otherwise agreed to in writing by ET.
  - 4. For conventional bore crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's pipeline/facilities.

5. For horizontal directionally drilled bore crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's Facilities. For large diameter (twelve inches (12") or greater) foreign line crossings, a minimum of sixty inches (60") of clearance below company pipeline facilities the entire width of company right-of-way.
6. Excavate ET Facilities at the point of the proposed crossing on the approach side to verify the auger head, boring and installation process will not damage company pipeline facilities.
7. All foreign lines shall cross ET's Pipeline Facility at ninety degrees (90°) or at an angle of not less than forty-five degrees (45°), unless otherwise approved by ET. Longitudinal occupancy of ET's Pipeline Facility will not be permitted.
8. Buried utility lines must be identified with permanent aboveground markers where lines enter and exit ET's right-of-way. Installation and maintenance of the markers shall be the responsibility of the foreign line owner.
9. No manholes, valves or other appurtenances will be permitted within ET's Pipeline Facility.
10. No vertical or horizontal bends allowed within ET's Pipeline Facility unless approved by ET.
11. ET's Pipeline Facility is cathodically protected. All other cathodically protected facilities that enter or cross ET's Pipeline Facility must have test leads installed. Any inquiries for cooperative testing should be directed to the attention of ET's Field Representative on location. Any Utility crossings that may be negatively affected by ET cathodic protection will need to be designed accordingly (i.e. coated, cased, etc.)
12. ET may require excavation of its Facilities to perform corrosion related tasks before and during foreign line crossings as required.
13. All underground utilities (other than residential telephone, cable TV and 24 volt DC power lines) may require plastic identification tape installed no closer than eighteen inches (18") above the line.

b. Water or Forced Sewer Lines

1. All water and sewer lines shall be either (1) ductile iron or steel casing (coated to protect it from ET's cathodic protection) or (2) steel encased in plastic schedule 80 PVC for a minimum of 5-feet on either side of any ET's pipelines or related Facilities or (3) standard PVC pipe.
2. Forced sewer lines shall have no piping connections located within 5-feet of any ET's pipelines or related Facilities or placed within ET's pipeline easement.



c. Communication, Power or Combustible Material Lines

1. When open trenching crossing with underground fiber optic cables, telephone and television cables (other than residential telephone and cable TV) crossing ET's Pipeline Facility shall be installed in rigid nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. Place warning burial tape the width of company right-of-way at least 18 inches (18") directly above communication cables.
2. When open trench crossing with underground electric cables except 24-volt DC power lines (including single residential service drops) crossing ET's facilities shall be installed in nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. A minimum of thirty-six inches (36") is required if over 600 volts. If it is necessary for a residential service drop to cross above ET Facilities, concrete bags are not required, only red caution tape for the full width of the ROW.
3. When underground electric cable over 10 kV is crossing ET Facilities it shall be a shielded cable installed in metallic casing with dielectric coating with bags of concrete-mix placed directly above and below the conduit across company right-of-way or similar company approved method. ET requires a minimum clearance of sixty inches (60") below ET's pipeline/facilities.
4. Any overhead crossing exceeding 160 kV must be reviewed by ET's corrosion department.
5. All overhead power/communication lines must cross ET Facilities with a minimum vertical overhead clearance of twenty-five feet (25') to grade at full load and maximum temperature.
6. ET recommends that all underground residential telephone, cable TV and 24 volt DC power lines be encased in plastic conduit for the full width of the right-of-way.

ci. Exclusive Easement Construction

1. When constructing a directional drill across ET's easement a minimum separation of ten (10) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area
2. When constructing a conventional bore across ET's easement a minimum separation of three (3) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area

**9. Proposed Roads, Streets, Driveways, Access Ways and Parking Lots**

- a. Load stress will be calculated by ET to determine if any protection of the pipeline is required for roadways, streets, driveways, access ways, etc., planned to cross ET's Pipeline Facility. In the event it is determined by ET that the roadways, streets, driveways, access ways, etc., will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, ET may require, at the sole cost and expense of the party requesting such Crossing, the installation of protective material or pipeline adjustment as may be deemed necessary by ET to protect the public or ET's Pipeline Facility.
- b. The preferred minimum earth cover over ET's Pipeline Facility is forty-eight inches (48") at all roadways, streets, driveways, access ways, etc., including adjacent ditch lines. In the event that ET determines that a lesser cover will not increase a risk to the public or increase a risk of a break, leak, rupture or other damage to the pipeline or related Facilities, ET may allow a lesser earth cover, in a minimum amount as determined solely within the discretion of ET. In the event the required amount of cover is not obtainable as reflected in finalized plan and profile drawings, ET may require the installation of protective material at no expense to ET. Cover shall be measured from the top of ET's pipeline to the surface of the road.
- c. Roads and streets crossing over ET's Pipeline Facility shall cross at an angle of not less than forty-five degrees (45°), or as near as possible thereto. Crossings should be over straight pipe and at locations free of any crossovers. Longitudinal occupancy of the right-of-way will not be permitted.
- d. No parking areas or the like will be allowed on, over or across ET's Pipeline Facility unless ET determines that the parking areas, etc. will not increase a risk or restrain access to its facilities, increase a risk to the public and/or increase a risk of a break, leak, rupture or other damage to the Facilities. The party requesting such crossing shall install, at its sole cost and expense, any protective material as deemed necessary by ET to protect the public or ET's pipeline facility.
- e. Permanent pipeline marker(s), provided by ET, will be installed at all road crossings.

**10. Disposal Systems**

No aerobic septic systems, septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on ET's Pipeline Facility or within twenty-five (25) feet of ET's Pipeline Facility, unless otherwise agreed to in writing by ET. This will include, but is not limited to, affluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to ET's Pipeline Facility.

**11. Impoundment of Water**

- a. In order to provide for the adequate maintenance and operation of ET's Pipeline Facility, the impoundment of water on ET's Pipeline Facility will not be allowed.

- b. Temporary soil erosion and sediment control devices and storm water detention basins/traps will not be permitted on ET's Pipeline Facility unless otherwise agreed to in writing by ET.

**12. Blasting & Seismic Activity**

- a. To the extent it impacts the lateral stability or otherwise endangers or interferes with the efficiency, safety, or convenient operation of ET's Pipeline Facility, no explosive detonations will be permitted within 300-feet of ET's Pipeline Facility without: (1) prior blast plan impact analysis and written approval from ET and (2) ET's representative on site during blasting. To determine if the detonation stresses will be detrimental to the safety of ET's Pipeline Facility, information required to complete ET's "Blasting Data Sheet" must be submitted to ET for evaluation and approval no less than 30 days prior to the proposed date of blasting activity. The contractor performing the blasting will be required to verify by signature the proposed blasting plan.
- b. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of ET's Pipeline Facility without prior written approval.

**13. Landscaping & Irrigation Systems**

- a. Landscaping shall not be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET.
- b. Irrigation heads and valves shall not be permitted within ET's Pipeline Facility unless otherwise agreed to in writing by ET.
- c. Irrigation systems shall not be directly installed longitudinally over ET's Pipeline Facility and shall not be buried deeper than 12-inches, regardless of location, from the surface of the ground within ET's Pipeline Facility.

**14. Pipeline Markers**

The party request such Crossing will ensure that all temporary and permanent pipeline markers installed by ET are protected and maintained at all times during construction or Crossing related activity. Any permanent markers damaged or removed will be replaced by ET at the sole expense of the party requesting such Crossing. No work will be allowed to commence until, in the opinion of ET, sufficient pipeline markers are in place. Unauthorized damage or removal of pipeline markers is punishable by Federal law.

**15. Right of Ingress and Egress**

- a. The party requesting such Crossing shall have the right to install fences on, over and across the Facilities, provided, however, that ET shall have the unrestricted right of ingress and egress to its Facilities at all times. Any fencing, except agricultural fence, must be approved in writing by ET. ET prohibits any fencing which obstructs access or line of sight for patrol/inspection or identification markers.
- b. ET, at its sole option and discretion, may require the party requesting such Crossing to install, at its sole cost and expense and for ET's benefit, a walk gate at least three (3) feet in width for residential lots or gate at least twelve (12) feet in width for rural areas at each

fence crossing. ET shall provide a lock for such gate(s). Said gate(s) shall be installed as to provide ET with ingress and egress access to its pipeline or related facilities and to minimize vehicular and equipment travel over ET's pipeline or Facilities.

- c. The party requesting such Crossing shall be responsible for keeping the enclosed portion of ET's pipeline or related Facilities free of any debris or trash.
- d. ET's pipeline or related Facilities shall be positively located by ET before any fences are constructed or installed near ET's pipeline or related Facilities. Post hole excavations for fencing placed upon ET's pipeline or related Facilities shall not be greater than a depth of eighteen inches (18") below the undisturbed grade level nor closer than five feet (5') horizontally from ET's pipeline or related Facilities, unless approved in writing by ET. No other excavations of any kind may be made in the pipeline or related Facilities without the prior written consent of ET.

**16. Statement Regarding Existing Rights**

**NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONVEY, WAIVE, OR SUBORDINATE ANY OF ET'S EXISTING RIGHTS WHATSOEVER. SHOULD A CONFLICT EXIST WITH THE LANGUAGE CONTAINED IN ANY ET ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION AND THESE GUIDELINES, ET'S ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION SHALL CONTROL AND BE DECISIVE OF THE ISSUE.**

**17. Statements Regarding Guidelines for Construction and Maintenance**

Certain construction and maintenance activities may be reviewed and approved by ET at one point in time, but not immediately installed or performed. Therefore, all construction and maintenance activities are subject to the Guidelines in affect at the time the work actually takes place. In addition, the guidelines described in this document represent those industry standards that ET believes meet the minimum acceptable standards regarding third-party construction and maintenance activities in the vicinity of ET's Pipeline Facility. Therefore, after review of the final plan and profile drawings, ET may, in the event that ET determines the construction and maintenance activities will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, require fortifications in furtherance of state codes. The party requesting such Crossing agrees to alter, modify or halt any construction activity, which in the sole opinion of ET's, will increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's Pipeline Facility.

All written correspondences and your final design plans are to be addressed to:

**Energy Transfer Company**  
**[Encroachments@energytransfer.com](mailto:Encroachments@energytransfer.com)**  
**Attention: Encroachment Department**

[END]