

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 12, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Encroachment Permit, Utility Relocation/Reimbursement Agreement with American Midstream, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Utility Relocation/Reimbursement Agreement with American Midstream, L.L.C. for Relocation of Utility Facilities for Greenbrier Parkway, Phase III, 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 American Midstream, L.L.C. for the relocation of existing gas facilities for proposed new Greenbrier Parkway. Reimbursable agreement in the amount of \$238,437.00. Account No. 23-6500-0813-8152.

Associated Cost: \$238,437.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: [Signature]

Date: 1-27-15

10
pk
2/1/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 2/12/2015

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: **Encroachment Permit, Utility Relocation/Reimbursement Agreement**

Document Name: **Greenbrier Parkway Phase III Encroachment Permit, Project No. 65-13-RD02**

City Obligation Amount: \$238,437.00

Total Project Budget: \$238,437.00

Uncommitted Account Balance: 0

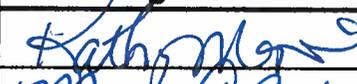
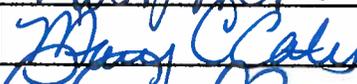
Account Number: 23-6500-0813-8152

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		1-27-15
2) Legal		1-29-15
3) Finance		1/30/15
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, Utility Relocation/Reimbursement Agreement with American Midstream, L.L.C. for Relocation of Utility Facilities for Greenbrier Parkway, Phase III, 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, Utility Relocation/Reimbursement Agreement with American Midstream, L.L.C. for Relocation of Utility Facilities for Greenbrier Parkway, Phase III, Project No. 65-13-RD02" consisting of a total of one (1) page plus eleven (11) additional pages consisting of Attachments A-C, General Terms and Conditions and Construction Drawings, and the date of February 12, 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 12th day of February, 2015.

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

APPROVED this the 12th day of February, 2015.

Mayor of the City of Huntsville,
Alabama

AMERICAN MIDSTREAM ENCROACHMENT PERMIT

Pipeline American Midstream (AlaTenn), LLC	Section 28	Township 4 South	Range 3 West	County Limestone	State Alabama
Alignment Sheet No. ML 500 (6") and ML 501 (10") 3911.500.03.03	Mile Post 118.5	Tract No. COL-20.00	One Call Ticket No.	Date Received	

Encroaching Party Information:

Name: City of Huntsville
 Address:
 City, State, Zip Code:
 Attn:
 Cell/Office Phone No.:
 Email address:

Encroaching Party contact information (if different):

Name: Garver, LLC
 Address:
 City, State, Zip Code:
 Cell/Office Phone No.:
 Email address:

DESCRIPTION OF PERMITTED ENCROACHMENT ("Encroachment"):

Encroachment consists of the installation of a road on, in and through the Easement which Encroachment is shown on Exhibit A attached hereto and which is incorporated herein by this reference known as Greenbrier Parkway, Phase I. Encroaching Party's improvements will require AlaTenn to replace/lower its six (6) inch and ten (10) inch gas lines to a depth approximately sixty (60) inches to accommodate Encroaching Party's proposed road.

SPECIAL PROVISIONS:

Encroaching party will provide final as-built drawings, including plan and profile, of newly constructed road and utility crossing(s).

NOTE: CONSTRUCTION DRAWINGS MUST BE ATTACHED.

Party seeking right of encroachment: Owner of Property Other: City of Huntsville

THIS ENCROACHMENT PERMIT ("PERMIT") INCLUDES THE ATTACHED GENERAL TERMS AND CONDITIONS WHICH ARE INCORPORATED BY REFERENCE; ATTACHMENT A: SPACING REQUIREMENTS; ATTACHMENT B: EXCAVATION GUIDELINES; AND THE ATTACHED CONSTRUCTION DRAWINGS, AND IS GRANTED SUBJECT TO THE TERMS AND SPECIAL PROVISIONS SHOWN ABOVE AND SUBJECT TO ALL REQUIREMENTS, SPECIFICATIONS, AND CONDITIONS DESCRIBED IN THIS PERMIT.

City of Huntsville

 (Signature of Encroaching Party's Duly Authorized Representative)

 (Printed name and title)

DATE: _____

AMERICAN MIDSTREAM (ALATENN), LLC (herein, "AM")
(Name of AM Entity)



 (Signature of AM Representative)

Matthew W. Rowland
 Senior Vice President & Chief Operating Officer

 (Printed name and title)

DATE: 1-28-2015
 Address: P.O. Box 389, Muscle Shoals, AL 35662
 Phone No.: 256-383-3631
 Cell Phone No.: 256-627-8545

In the Event of an Emergency: (800) 323-6241

 President of the City Council of the City
 of Huntsville, AL
 Date: February 12, 2016

GENERAL TERMS AND CONDITIONS

1. **Defined Terms:** Terms are as defined on the Permit to which these General Terms and Conditions ("T&C") are attached, and as follows:
 - (a) **Easement** means the right-of-way, easement, servitude or other right owned by the American Midstream entity identified on the Permit ("AM") upon which the Encroachment will occur, generally identified by the "Tract No." in the Encroachment Permit.
 - (b) **Pipeline** means the AM pipeline(s) and, unless the context clearly indicates otherwise, any other AM improvements within the Easement.
2. **Consent to Encroachment:**
 - (a) Subject to the terms and conditions of this Permit, AM consents to permit the Encroaching Party to perform the Encroachment on the Easement.
 - (b) Encroaching Party acknowledges that AM's consent is to merely permit Encroaching Party to encroach upon AM's Easement, is limited and subject to AM's existing interest and rights in and to the Easement, as to which AM makes no representation or warranty; AM grants Encroaching Party no interest in AM's Easement; and Encroaching Party must obtain its own rights to use the lands encompassed by the Easement from owners thereof. AM does not hereby limit, and reserves all rights to use and enjoy the Easement. Encroaching Party's rights in the lands encompassing the Easement shall remain junior and subordinate to AM's rights therein.
3. **Notification:** Encroaching Party shall provide the following notices:
 - (a) Encroaching Party shall notify the proper "One-Call" listed in Attachment B at least 48 hours prior to performing any construction activities over or in the vicinity of the Pipeline.
 - (b) Encroaching Party shall notify AM at least two (2) business days prior to Encroaching Party entering onto the Easement.
4. **Contact or Damage Notice:** Encroaching Party shall immediately contact AM's offices (1-800-323-6241) in event of any contact with or incident involving or potentially involving the Pipeline.
5. **Standards and Requirements:**
 - (a) Encroaching Party agrees to fully comply with Attachment A "Spacing Requirements" and Attachment B "Excavation Guidelines" to the extent applicable. AM shall have the right at any time to require Encroaching Party to cease operations on the Easement if, in AM's sole judgment such activities threaten to endanger life or property or for any other reason.
 - (b) The conditions, standards, and requirements contained in this Permit are not exclusive, and AM undertakes no duties or liability hereby. Encroaching Party shall construct, operate, repair, maintain, replace, relocate, and remove the Encroachment in compliance with all applicable laws, ordinances, rules, orders, codes, and regulations of any federal, state and local governments and any agency or instrumentality thereof ("Applicable Law") and best industry practices and standards.
 - (c) Encroaching Party shall use the Easement area in such manner as to not interfere with AM's present or future Pipeline installed therein or AM's ownership, operation, or maintenance thereof.
 - (d) After the construction of the Encroachment, Encroaching Party shall restore and thereafter maintain the portion of the Easement affected by the Encroachment, Encroaching Party's activities, and activities of third parties including the public related to the Encroachment in as good condition as it was in prior to the Encroachment as well as in compliance with AM's requirements.
 - (e) **Underground Excavation, Roadways, and Vehicles:**
 - (i) Mechanical excavation will cease once the earthen cover has been removed to within one (1) foot of any Pipeline. Hand shovels must be used to manually clean the area above and below the Pipeline. After a Pipeline has been initially located, the Pipeline shall be kept visible to any equipment operator during the excavation process. AM may require shoring or another type of support to

protect the Pipeline's integrity. All backfill on the Easement shall be mechanically compacted to the top of the Pipeline with suitable material.

- (i) Before any temporary or permanent roads or crossings may be built on the Easement, AM must approve the construction thereof. No equipment or vehicles may cross the Easement or the Pipeline without AM's prior consent, which may be withheld for any reason.
- (f) This Permit may not be modified without the written consent of both AM and Encroaching Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any resultant additional costs shall be borne solely by Encroaching Party.

6. Approval of Construction Drawings:

- (a) At least five (5) business days prior to the commencement of any Encroachment, Encroaching Party shall provide AM with copies of all construction drawings (including revisions) ("Drawings") related to the Encroachment for approval by AM. AM shall be entitled to require modifications to the Drawings if in AM's sole judgment the proposed Encroachment may interfere with AM's current or future enjoyment or use of the Easement or otherwise. Encroaching Party covenants to promptly notify AM of any revisions or deviations from the Encroachment for AM's prior written approval.
- (b) Encroaching Party shall not be permitted to commence or continue any activity on or affecting the Easement until AM has approved in writing the Drawings and any revisions. Encroaching Party shall strictly conform its Encroachment to AM's approval.

7. Costs and Expenses:

- (a) All costs and expenses related to the Encroachment will be borne solely by Encroaching Party. At its sole cost and expense, Encroaching Party will construct, maintain, relocate, and remove the Encroachment, including the cost and expense of restoring and maintaining the portion of the Easement affected by the Encroachment.
- (b) To the extent that AM incurs any additional costs or expenses as a result or consequence of the Encroachment ("Additional Costs"), Encroaching Party agrees to pay any and all of same. "Additional Costs" shall include any costs or expenses incurred by AM attributable to or as a consequence of:
 - (i) Any modification, construction, maintenance, repair, replacement, or removal of the Pipeline;
 - (ii) Increased operating and maintenance expenses necessitated by the Encroachment; or
 - (iii) Increased costs incurred by AM in the construction or installation of new Pipeline attributable to or as a consequence of the Encroachment.
- (c) Encroaching Party agrees to pay to AM a deposit equal to estimated Additional Costs and other reasonably anticipated costs associated with the Encroachment prior to undertaking same. It is expressly agreed and acknowledged by both AM and Encroaching Party that any amount deposited for estimated Additional Costs and other reasonably anticipated costs is separate and apart from the estimated costs as authorized by Resolution No 15-_____, dated February 12, 2015.
- (d) Encroaching Party agrees that, at the Encroaching Party's sole cost, AM may remove or relocate all or any part of the Encroachment if, in AM's judgment, such removal or relocation is reasonably necessary in order for AM to exercise any of its rights or obligations. In addition, should AM remove or relocate the Encroachment or any portion thereof, AM will not be liable to either the Encroaching Party or any other party, including, but not limited to, the owner of any servient tenement or estate or its or their successors or assigns, for any costs, expenses, or damages arising out of, related to, or resulting by reason of such removal.
- (e) Encroaching Party shall be responsible for any repair, replacement, removal, or restoration of any installations of or for Encroaching Party of any type within the Easement in the event AM requires the temporary or permanent removal of such installations for the exercise of any of AM's rights under the Easements.
- (f) Encroaching Party shall pay for or reimburse AM for all costs and expenses associated with AM's inspection of the Encroachment.

8. Responsibility and Indemnity:

- (a) AM undertakes no duties, obligations or liability to Encroaching Party or any other party (including the public) as a result of this Permit or the Encroachment, including, without limitation, any duty, obligation or liability which may be implied from or attributed to AM's approval of the Drawings or any inspection AM may perform of the Encroachment; any such liability that may be imposed on AM shall be borne exclusively by Encroaching party.
 - (b) Encroaching Party expressly assumes, and AM is expressly relieved of, all risk of loss or damage to Encroaching Party's property situated or placed in, on, over, under, or through the Easement or as a result of the Encroachment.
 - (c) As limited by Alabama law, Encroaching Party hereby assumes and shall at all times hereafter release, indemnify, defend, and hold harmless the AM Group (defined as AM's officers, directors, members, partners (including its general partner), employees, agents, contractors and subcontractors (collectively, "Representatives") and the Representatives of any parent, subsidiary or affiliated company of AM, and any partner thereof, (including its general partner)) from and against any and all liability, loss, claim, demand, suit, damage, charges, penalties, fines, levies, assessments, taxes, or expenses of any kind or nature whatsoever (including attorney's fees, witness fees, depositions expense, and court costs) which any member of the AM Group may suffer, sustain, incur, or in any way be subjected to on account of (i) the death of or injury to any person whomsoever (including any member of the AM Group), (ii) damage to, loss of, or destruction of any property whatsoever, or (iii) any violation of any Applicable Law, arising out of, resulting from, caused by, or in any way connected with the construction, maintenance, use, operation, replacement, removal, or presence of the Encroachment and all other activities associated therewith, or the restoration of the Easement to good order or condition after construction or upon removal of Encroaching Party's Encroachment.
9. Termination: This Permit may be terminated by AM in event of any noncompliance with its requirements, conditions, or specifications (as modified from time to time), in event of conflict with AM's use and enjoyment of the Easement, or upon the removal of the Encroachment by Encroaching Party in a manner acceptable to AM. Any termination shall only terminate the right to use of the Encroachment, and not accrued liabilities including the indemnities provided herein.
10. Miscellaneous:
- (a) Failure of AM at any time to require performance by Encroaching Party of any provision of this Permit shall in no way affect the right of AM thereafter to enforce the same. Nor shall any waiver by AM of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
 - (b) This Permit is for the benefit of the respective Parties and nothing herein is intended to benefit any third party and no such third party shall have any rights, remedies, or claims hereunder except as actually expressed herein.
 - (c) This Permit contains the entire agreement with respect to the subject matter hereof. No modifications to this Permit shall be effective except those agreed to in writing by Encroaching Party and AM.
 - (d) This Permit is not assignable, in whole or in part, without the prior written consent of AM.
 - (e) This Permit shall be governed by the laws of the state in which the Easement is located, without regard to conflicts of laws principles thereof.
 - (f) If any term of this Permit or the application thereof to any person or circumstance shall be construed to be invalid or unenforceable, then the same shall be construed in a manner to permit its enforceability to the fullest extent permitted by law, with such portion that is invalid or unenforceable being ineffective only to the extent of such invalidity or unenforceability, and the remaining provisions of this Permit shall remain in full force and effect.
 - (g) Any payment hereunder due AM from the Encroaching Party shall be paid within fifteen (15) days of the date of the invoice therefor, failing which, interest shall accrue at the rate of one percent (1%) per month, and Encroaching Party shall bear all costs of collection.

(h) Encroaching Party shall not permit any lien, judgment, or any other encumbrance to be levied or imposed on the Easement or Pipeline.

Attachment A: Spacing Requirements

1. SCOPE

This standard provides recommended distance between the Company's pipelines and various facilities that may encroach upon existing pipeline right-of-way or that may be encountered in the construction of new pipelines by the Company.

2. GENERAL

2.1 These guidelines are for monitoring encroachments on existing pipelines and for consideration in the route selection and placement of new pipelines.

2.2 The following table lists recommended distance between pipelines of various sizes and various types of facilities and activities. These recommended distances are intended as a guide for initial negotiations with outside parties. The minimum allowed distance can only be determined by the terms of the existing right-of-way or easement documents.

2.3 Report encroachments to the AM Right-of-Way Department to ensure proper permitting & notifications have made.

ENCROACHMENT DESCRIPTION		AM PIPE SIZE		
I. ABOVE GROUND STRUCTURES AND APPURTENANCES		2" -12"	14" - 24"	Over 24"
		OFFSET FROM PIPELINE (FEET)		
A.	Buildings: Any enclosed structure permanent in nature regardless of purpose	35	45	60
B.	Utilities: Utilities may cross pipelines at right angles. Distances specified are for parallel encroachments. (See also Guys and Anchors if applicable.)			
	1. Electric power and telephone lines	35	35	50
	2. Television cables	25	35	50
C.	Miscellaneous:			
	1. Campground: If within 660 feet of pipeline:	Dependent on Class Location		
	2. Fences: May cross pipelines. Distances specified are for parallel fences.	25	35	50
	3. Guys and Anchors: No guys or anchors will terminate within the minimum distance specified. The guy or anchor must have a vertical clearance of 18 feet minimum within the specified distance of the pipeline.	35	40	55
	4. Mobile Homes:	35	45	60
	5. Nursery Stock (including Christmas Trees). No minimum if small and used as cash crop. Consult Company right-of-way personnel to establish agreement before planting.			
	6. Poles (See also Guys and Anchors, Towers, and Electric Power Lines): Telephone, power, etc., and sign boards including supports.	30	40	55
	7. Stored Materials: Permitted over pipeline if of a type that can be readily relocated and of weight not detrimental to the pipeline.			
	8. Swimming Pools: Permitted over pipeline if readily removable. Distances specified are for partially below grade or permanent in nature.	35	45	60
	9. Towers (See also Guys and Anchors)	75	100	100
	10. Trees & Shrubs (See also Nursery Stock): Permanent (perennial) trees, shrubbery, or other landscaping that would impair access to the pipeline.	30	40	55

ENCROACHMENT DESCRIPTION		AM PIPE SIZE		
II. IMPROVEMENTS, MODIFICATIONS, AND ACTIVITIES		2" -12"	14" - 24"	Over 24"
		OFFSET FROM PIPELINE (FEET)		
A.	Pavement: Pavement includes asphalt and concrete or variations thereof. May cross pipeline at near right angles or be placed parallel to pipeline at distance specified.	Consult local supervision in conjunction with Technical Services		
	1. Airstrips: Consult Company right-of-way personnel to establish agreement for "green belts," etc.	30	40	55
	2. Alleys, Driveways, Roads, Sidewalks, Tennis or other Courts:	25	35	50

	3. <i>Parking Lots:</i> Consult local supervision in conjunction with Technical Services			
	4. <i>Patios:</i> If roofed & fenced, consider as building; otherwise as specified	25	35	50
B.	<i>Earthwork or Other Grade Modifications</i>			
	Ensure 36-inches minimum cover (or existing if >36-inches) is preserved over pipeline. Cover may be added if free or foreign debris such as large rocks, concrete chunks, or metal scraps. Operation of heavy equipment over the pipeline must provide for appropriate safeguard of pipeline integrity.			
	Consult local supervision in conjunction with Technical Services			
	1. <i>Ditches:</i> Should cross at near right angles. Parallel distances to be as specified. Minimum cover shall be 36-inches from bottom of ditch to pipeline.	30	40	55
	2. <i>Roads:</i> Minimum cover shall be 48-inches from top of road to pipeline.			
	3. <i>Land Leveling:</i> Permitted over pipeline if cover requirements are maintained.			
	4. <i>Plowing (including deep tilling or chisel plowing):</i> Permitted over pipeline if minimum clearance of 12-inches is maintained between plow depth and top of pipeline.			
	5. <i>Terracing (See Land Leveling):</i>			
	7. <i>Dams & Dikes (including waterways & water impoundments):</i>	30	40	55
	8. <i>Dredging:</i>	30	40	55
C.	<i>Seismography:</i> Consult local supervision in conjunction with Technical Services			

**ENCROACHMENT DESCRIPTION
III. BELOW GROUND STRUCTURES AND APPURTENANCES**

AM PIPE SIZE

2" -12"	14"- 24"	Over 24"
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OFFSET FROM PIPELINE (FEET)

A.	<i>Pipelines and Utilities</i>			
	1. <i>Drain Tile: May cross pipeline. Distances specified are for parallel tile lines.</i>			
	Tile diameter less than 10-inches	25	35	50
	Tile diameter 10- inches or greater	30	40	55
	2. <i>Pipeline /water, gas, oil, well, sewer, etc.:</i> It is preferred that pipelines greater than 2-inches cross under Company pipelines. Minimum clearance should be 24-inches. Distances specified are for parallel pipelines.	30	40	55
	3. <i>Power Lines:</i> It is preferred that pipelines under cross pipellnes at near right angles. Minimum clearance should be 24-inches. Cables having conductors at more than 60 volts to ground should be non- metallic casing for a minimum distance of 10-feet on either side of the pipeline. Distances specified are for parallel power lines.	30	40	55
	4. <i>Communication Lines:</i> It is preferred that cables cross under pipelines at near right angles. Minimum clearance should be 24-inches. Exception may be made where it would be necessary to cut and splice the cable. When laid over the pipeline, the cable must be cased for a minimum distance of 1.5-feet on either side of the pipeline or otherwise protected. Distances specified are for parallel communication lines.	30	40	55
B.	<i>Miscellaneous</i>			
	1. <i>Blasting:</i> Consult local supervision in conjunction with Technical Services			
	2. <i>Mines and Mining:</i> Notify Company Technical Office whenever mining or quarrying is proposed within 660 feet of pipeline. Notify mining contractor of pipeline location.			
	3. <i>Leach Beds:</i> Lines crossing pipeline will be of solid impervious material.	30	40	55
	4. <i>Septic System:</i>	30	40	55

Attachment B: Excavation Guidelines

I. ONE CALL PROGRAM

AM is currently a member of the following One- Call Systems:

Alabama	(800) 292 8525
New York	(800) 962 7962
Louisiana	(800) 272 3020
Mississippi	(800) 227 6477
Tennessee	(800) 351 1111
Texas One Call	(800) 245-4545

II. AM INSPECTION

A Company representative shall be present at all times during active excavation if the planned activity occurs within 15 feet of the pipeline. A company representative or qualified inspector shall also be present to observe the backfilling activity within 15 feet of the pipeline.

If the pipeline will be crossed, an AM representative shall determine its depth at the point of intended crossing by use of probing bar and request the intended excavation depth from the outside party. The proposed excavation depth shall provide a minimum of 24" of clearance between the AM and outside party facilities.

Note: A leak survey must be conducted as part of the inspection above if any blasting activity has occurred on the pipeline right-of-way.

III. EXCAVATOR PROCEDURES

1. Before a contractor may enter an excavation over four (4) feet deep (including a trench), it must be examined for:

- A. Proper shoring or sloping of the sides (adequate protection is provided from cave-in and against falling rock, soil, or material). This inspection must be performed by a "competent person" (one trained in soils stability analysis in accordance with OSHA Standard 29 CFR 1926, Subpart P).
- B. The presence of an unsafe accumulation of vapor or gas (>10% of the Lower Flammable Limit of the gas or vapor).
- C. The presence of a satisfactory level of oxygen (19.5% - 23% oxygen).

Any unsafe condition determined to exist with regard to an unsafe accumulation of vapor or gas or an oxygen deficiency shall be eliminated, or provisions made to properly deal with, the conditions found.

2. No person may enter an excavation determined to be unsafe in regard to shoring and sloping on the sides (referred to above) until the condition has been remedied and declared safe. Hazard prevention measures include scaling to remove loose rock or soil, installation of protective barricades, and other "equivalent protection." Material or equipment which might fall or roll into an excavation must be kept at least two feet from the edge of excavations, have retaining devices, or be prevented from falling with a combination of both precautions.

3. Ramps, runways, ladders, or stairs as means of access and egress must be within 25 feet of an employee work area if a trench is four (4) feet or more deep. Protection of employees (working in excavations) against cave-ins is not required if the excavation is in stable rock, or is less than five (5) feet deep and examination by a "competent person" provides no evidence that a cave-in should be expected

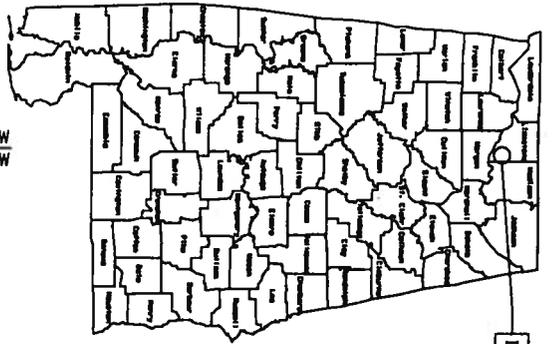
IV. TEXAS DAMAGE REPORTING (Refer to 16 TAC, Part 1, Chapter 18, Rule 18.11 for complete text)

1. Damage: Includes but is not limited to:

- A. Defacing, scraping, displacement, penetration, destruction, or partial or complete severance of an underground pipeline or of any protective coating, housing, or other protective device of an underground pipeline;
- B. Weakening of structural or lateral support of an underground pipeline that affects the integrity of the pipeline; or
- C. Failure to properly replace the backfill surrounding an underground pipeline.

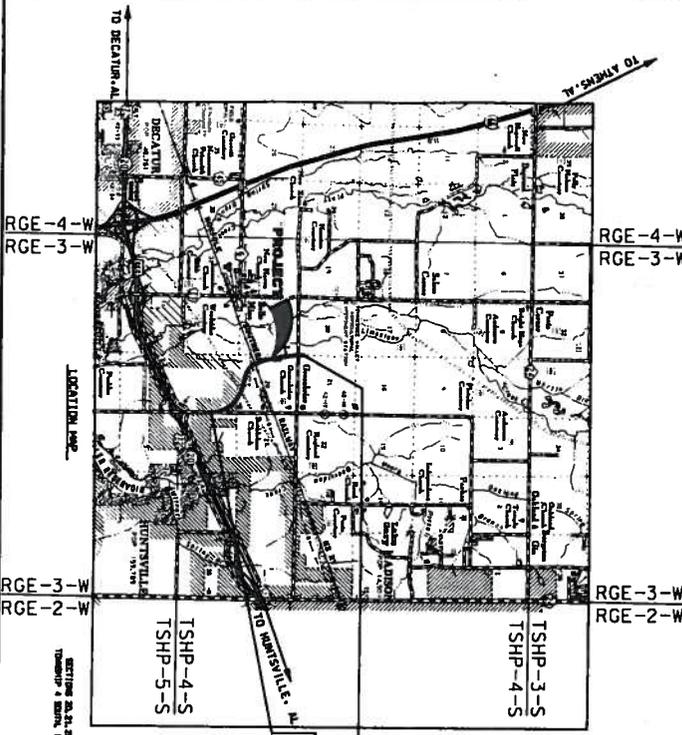
EXCAVATOR NOTIFICATION: Each excavator that damages an underground pipeline shall notify AM of the damage through the notification center **immediately but not later than two hours following the damage incident.** The excavator shall also submit report of the damage incident to the Commission using TDRF, which may be accessed at www.rrc.state.tx.us/formpr/index.html and the excavator sign-in, within 10 days of the incident.

Each excavator that makes an additional call to the notification center pursuant to §18.4(e) of this title, relating to Excavator Obligation to Avoid Damage to Underground Pipelines, because the excavator did not receive a positive response, shall report that fact to the Commission through the Texas Damage Reporting Form ("TDRF") (the on-line reporting system of the Railroad Commission for use in reporting damage to underground pipeline or violations of this chapter). An excavator shall also report an operator's failure to provide a positive response to a second call to the Commission through TDRF.



Index to Project

CONSTRUCTION PLANS FOR
GREENBRIER PARKWAY, PHASE 2
 FROM NORTH OF I-565 TO
 NORTH OF OLD HIGHWAY 20
 IN LIMESTONE COUNTY
 FOR THE
CITY OF HUNTSVILLE
 HUNTSVILLE, ALABAMA
 PROJECT NO. 65-13-RD02



END PROJECT STA. 133+00.00
 GREENBRIER PARKWAY
 BEGIN PROJECT STA. 23+00.00
 GREENBRIER PARKWAY



HUNTSVILLE
 The Star of Alabama



OFFICE FILE # 65-13-RD02
 DESIGN DISTRICT / DIV. 53
 MILE STATION: 133+00.00 TO 23+00.00



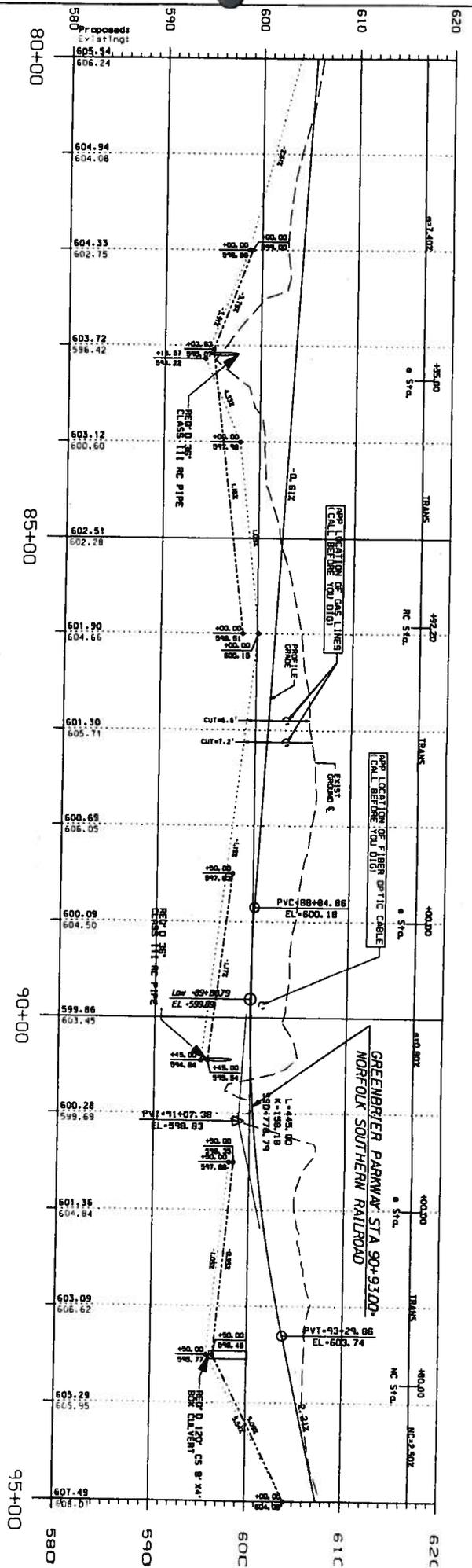
TITLE SHEET

GREENBRIER PARKWAY, PHASE 2 FROM NORTH OF I-565 TO
 NORTH OF OLD HIGHWAY 20 IN LIMESTONE COUNTY
CITY OF HUNTSVILLE
 HUNTSVILLE, ALABAMA

NO.	DATE	ISSUED	DESCRIPTION

PROFILE SHEET

REFERENCE PROJECT NO	65-13-R002
FISCAL YEAR	2015
SHEET NO	8A



PROFILE VIEW
 - - - - - PROPOSED DITCH RIGHT
 PROPOSED DITCH LEFT
 - . - . - PROPOSED MEDIAN DITCH
 - - - - - ALONG CENTERLINE

RESPONSIBLE PE: SCOTT C. LEACH	SUPERVISOR: ZACHARY TURNER	DESIGNER: ZACHARY TURNER	PLAN SUBMITTAL
DATE:	DATE:	DATE:	LOOK
 HUNTSVILLE The Star of Alabama GAVIN LLC		 GAVIN ENGINEERING	
SHEET TITLE		ROUTE	
PROFILE SHEET		GREENBRIER PARKWAY	

