

License No. L2532

MONITORING WELL LICENSE AGREEMENT

THE STATE OF TEXAS }

COUNTY OF FORT BEND }

WHEREAS, CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its legal antecedent entity (hereinafter referred to as "Licensor"), was conveyed fee simple title to the following described property, to wit:

Being a 20 Ft. by 20 Ft. (400 square feet) parcel of land out of a 25.647 acre tract or parcel of land situated in the Henry Scott League, Abstract 83, Fort Bend County, Texas, being the same property described in a deed to Houston Lighting & Power Company recorded in Volume 1908, Page 207 of the Deed Records of Fort Bend County, Texas. Said 20 Ft. by 20 Ft. parcel of land (hereinafter referred to as "Licensed Property") is depicted for locative purposes only on EXHIBIT "A", attached hereto and made a part hereof; and

WHEREAS, Licensor is now occupying or intends to occupy, in part, the Licensed Property for the purpose of erecting and maintaining across and thereon structures and facilities for or incidental to the transmission of electric energy (hereinafter referred to as "Licensor's Facilities"); and

WHEREAS, Fort Bend County, (hereinafter referred to as "Licensee"), is desirous of acquiring from Licensor, a License Agreement (hereinafter referred to as "License") to build and maintain a monitoring well site on the Licensed Property, **subject to Licensor's continuing right and option to cancel or terminate the License, to alter the area which Licensee may occupy or use under the License and/or the conditions under which Licensee may thereafter occupy or use same; it being understood and agreed that this right and option may be exercised by Licensor in its sole discretion based on Licensor's present or future use of the Licensed Property, all as Licensor's requirements may dictate during the term of said License, and in recognition of the fact that Licensor's need for the Licensed Property may change or be altered by future conditions; and**

WHEREAS, Licensor, being an energy delivery company that must maintain the ability to immediately access its rights of way for diverse activities including maintenance, operational and emergency needs, must ensure that any ancillary uses of its properties are subordinate to the primary use of serving electrical purposes and needs; and

**WHEREAS, LICENSOR IS WILLING TO PERMIT SUCH USE, PRIVILEGE AND LICENSE PROVIDED THAT SUCH SHALL NOT INTERFERE WITH ANY USE, PRIVILEGE OR OCCUPANCY OF THE LICENSED PROPERTY BY LICENSOR, AND PROVIDED FURTHER THAT SAID LICENSEE AGREES TO BEAR ALL COSTS ASSOCIATED WITH THE BUILDING AND MAINTAINING OF SAID MONITORING WELL ON SAID LICENSED PROPERTY AND SHALL HOLD SAID LICENSOR HARMLESS FROM ANY DAMAGE ARISING OUT OF THE USE OF SAID LICENSED PROPERTY, REGARDLESS OF WHETHER SUCH DAMAGE IS SUSTAINED BY**

**SAID LICENSEE, ITS EMPLOYEES, CONTRACTORS OR REPRESENTATIVES AS A RESULT OF ACTS OF SOME THIRD PARTY, OR EVEN WHERE CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF LICENSOR, ITS AGENTS OR EMPLOYEES;**

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that for and in the consideration of the mutual promises herein contained, the parties hereto do hereby covenant and agree as follows:

1. Licensee hereby binds itself, its successors, assigns, agents, and contractors to adhere to the specifications outlined in the following attachments:
  - EXHIBIT "B" "Specifications for Construction on CenterPoint Energy Property", #007-229-06 (as they apply).
  - EXHIBIT "C" "Environmental Protection Requirements" (all items).
2. Licensee agrees to assume all liability for any damage to Licensor's facilities when such damage is caused by or is in any way connected with said monitoring well.
3. Licensee agrees to reimburse Licensor for the cost of any temporary or permanent alterations or repairs to its facilities necessitated by said monitoring well.
4. Licensee, its agent or contractor, shall have at the construction site a copy of this signed agreement or letter of authority to perform work and/or operate equipment on Licensor's property.
5. The permission herein granted will be for one monitoring well at the location shown on EXHIBIT "A", together with the rights of ingress and egress to construct, sample, remove, repair, maintain, and inspect said monitoring well at the location which have been submitted and approved by Licensor. If any alterations are required they must be approved by Licensor prior to construction.

If at a later date the monitoring well is found to be substantially outside its approved location, then Licensee will, at its own cost and expense, relocate said monitoring well to its proper location.

6. Licensee hereby agrees that in reference to Item No. 10 of the attached "Specification for Construction on CenterPoint Energy Property", #007-229-06, that it is the responsibility of the Licensee to conduct any necessary studies that may be required by state or federal regulations for the protection of cultural resources, archeological sites and threatened and endangered plants and animals. The contractor shall identify: (1) known or potential archeological or historical site(s) as needed in Section 11.0.a., and (2) known locations or habitats of endangered and threatened species as needed in Section 11.0.a, along the construction route. All costs for initial studies, additional investigations and mitigative measures shall be the obligation of the Licensee.

7. Licensee agrees to contact Licensor's Right of Way representative, Lee Tristan, his successor or assign, phone number 713-207-6211, at least seven (7) days prior to entry upon Licensor's property for ANY TYPE of work to arrange for inspections and to contact Mr. James Hodges, his successor or assign, of Licensor's Environmental Department, phone number 713-945-6187, at least seven (7) working days prior to the installation of the monitoring well and groundwater sampling. Licensee shall give the name and telephone number of their representative responsible for the construction activities to insure preliminary and final inspections of Licensor's property and structures. Licensor reserves the right of inspection of operations, equipment and materials at any time and Licensee shall obtain final approval from Licensor's representative for all activities on Licensor's property. (Please refer to PNO No. 268-05-1320)

Licensor also requires that Licensee call the Texas One Call System at 1-800-669-8344 or 713-223-4567 to locate any underground facilities at least forty eight (48) hours but not more than fourteen (14) days prior to construction, excluding weekends and holidays.

8. Licensee agrees to reimburse Licensor for the actual overtime cost (beyond 8 a.m. to 5 p.m.) incurred by Licensor as a direct result of on-site supervision for inspection purposes by Licensor's personnel.
9. Licensee and its subcontractors shall use extreme caution and agree to abide by all local, state and federal codes for operating equipment within the areas of high voltage power lines, including Chapter 752 of the Texas Health and Safety Code and OSHA clearance requirements (Title 29, Code of Federal Regulations, Parts 1910.180(j), 1910.333 and 1926.550(a)(15)). A minimum of a twenty-four (24) foot wide area shall be left free of obstacles and equipment to provide a passable area for Licensor's heavy equipment along Licensor's property at all times. Licensor also requires that no equipment or material shall be permitted on Licensor's property at a height greater than fifteen (15) feet above natural ground elevation. Cranes, backhoes, lifts, etc., shall be blocked so that operators shall not exceed this height.

Damages to Licensor's structures or the operation of equipment closer to Licensor's conductors than allowed for safe operations shall be considered as grounds by Licensor's inspector to cause construction to cease until corrective actions are taken. If Licensee fails to modify his procedures in a manner acceptable to Licensor, this agreement shall be declared null and void and Licensee must immediately start relocation of its equipment and facilities from Licensor's property.

10. Licensee agrees that the monitoring well location should be adequately marked and barricaded so they can be seen by drivers of vehicles and/or equipment operating on Licensor's property.
11. Licensee agrees to mow and maintain an area 20' by 20' around each monitoring well location and to remove any and all objectionable materials placed upon this area at Licensee's sole expense.

12. Licensee agrees to keep the monitoring well capped and locked at all times when Licensee's personnel are not on site. Frequent inspections are required to make sure the monitoring well is secure at all times.
13. Licensor hereby reserves for itself, its successors, assigns and licensees, the right to use Licensor's property for any purpose and in any manner, including, but not limited to, the right to construct or to permit others to construct pipelines alongside of and adjacent to Licensee's facilities, the right to cross or to permit others to cross under or over Licensee's facilities with pipelines, roads, streets, railroads, water lines, sewer lines, and other utilities or facilities.
14. Licensee agrees to promptly resolve any complaints or litigation which pertains to Licensee's installation of the monitoring well upon Licensor's property from any area homeowners, businesses, apartments, lessees, etc., to Licensor's satisfaction. Licensee further agrees to pay all reasonable attorneys fees incurred by Licensor in regards to any such litigation.
15. The rights presumed to be granted through this agreement affect only Licensor's interest in the subject Licensor's property covered by this agreement. Licensee shall assume responsibility for notifying and securing permission and approval from all parties having an interest on, under or above the subject Licensor's property. The construction requirements of these parties with rights shall be observed; however, Licensor's construction requirements shall be adhered to as a minimum. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, LICENSEE SHALL INDEMNIFY LICENSOR FROM ALL CLAIMS, CAUSES OF ACTION OR DAMAGES WHICH ARISE FROM LICENSEE'S FAILURE TO SECURE THE APPROVAL OF ALL PARTIES WITH AN INTEREST IN THE SUBJECT LICENSOR'S PROPERTY.**
16. The term of this License shall be for FIVE (5) years, commencing January 1, 2017 and ending December 31, 2021, unless Licensee exercises the option to renew or extend the License as provided in Paragraph 18 below.
17. Licensee agrees to pay to Licensor, as rent, the sum of \$500.00 and that each subsequent rental payment shall be due on the first day of January of each subsequent year during the original term or any extended term of this License or until the monitoring well is plugged, sealed and abandoned using the most current Texas Commission on Environmental Quality guidelines as a minimum. If payment has not been received within thirty (30) days of the due date, a late fee of \$25.00 or 15% of the balance due, whichever is greater, will be assessed. If not paid within sixty (60) days of the due date, Licensor may terminate said License by written notice effective ten (10) days from the posting by mail of said notice addressed to Licensee. Licensor reserves the right to adjust the rental amount at any time and at its sole discretion based on the condition of the Licensed Property.
18. Licensee shall have the option to renew or extend this License for an additional period of five (5) years at such rental as may be determined by Licensor, provided that Licensee

shall within not less than six (6) months of the end of the term notify Licensor in writing of Licensee's desire to exercise such option. Upon Licensor's receipt of notice from Licensee of a desire to exercise the option for renewal, Licensor shall notify Licensee in writing of the amount of the rental for the renewal term. Unless Licensee, within thirty (30) days after receipt of notice of the new rent, notifies Licensor of acceptance of such rental for the renewal term, the License shall terminate at the end of the term under which Licensee is then occupying the Licensed Property. Licensee shall not be released from any of the conditions (including any unpaid License rentals accrued) herein until final inspection and approval of the Licensed Property has been made by Licensor.

19. The rights conveyed to Licensee by this agreement may not be assigned to any third party by Licensee without the prior written consent of Licensor.
20. Licensee or its contractor shall provide to Licensor all monitoring well construction details and State of Texas Well reports. Licensee or its contractor shall provide to Licensor, within ten (10) days of receipt, copies of all groundwater laboratory analytical results and data, collected on Licensor's property, for the life of the monitoring well. Licensor has the right to split samples collected by Licensee or its contractor on Licensor's property

Licensor request the right to review and comment on any draft report prior to submitting to any regulatory agencies or third parties. Licensor is to receive a copy of the final report being submitted to any regulatory agencies or third parties.

Licensee or its contractor shall provide Licensor copies of manifests, if required, for any soil cuttings disposed of off-site. Purge water and/or soil cuttings may not be disposed of or stored on Licensor's property. Licensor will not be the generator, of any waste generated, on any manifests or reports.

Licensee or its contractor shall provide Licensor with a copy of any and all reports (and supplements or amendments thereto) generated as a result of the environmental survey activities on Licensor's property within ten (10) days after they are delivered to Licensee. Licensee or its contractor shall provide copies of any correspondence issued by any local or state agency.

At the completion of the sampling activities, the monitoring well should be properly plugged and abandoned by Licensee's contractor using the most current Texas Commission on Environmental Quality guidelines as a minimum standard. Copies of the State of Texas Well Plugging Reports for the monitoring well shall be forwarded, within ten (10) days of receipt, to Licensor.

Copies of all reports and documentation as required above shall be sent to Mr. James Hodges, Environmental Department, CenterPoint Energy, P. O. Box 1700, Houston, Texas 77251-1700.

21. Licensee has one year from the date of this letter to commence construction on the monitoring well within Licensor's property. If construction has not started within that time period, this agreement shall become null and void.
22. If Licensee, its successors, or assigns, shall at any time fail or refuse to comply with or carry out any of the conditions herein contained and such failure or refusal shall continue for a period of thirty (30) days after written demand for such performance or compliance, Licensor may, at its election, without notice, forthwith revoke this agreement and in case of such election or upon any termination hereof, Licensee, its successors and assigns shall, upon request, forthwith cease using said monitoring well, plug and seal said monitoring well and restore said Licensor's property to the condition in which it was prior to the construction of said monitoring well.

In case Licensee, its successors and assigns, shall fail to perform said work within thirty (30) days after receiving such a request, Licensor may proceed with such work and Licensee, its successors and assigns shall promptly repay to Licensor the cost thereof within thirty (30) days after receipt of billing.

23. Licensee shall not be released from any of the conditions (including any unpaid rentals and late fees accrued) herein until final inspection and approval of all work has been made by Licensor.

**LICENSEE ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE LICENSED PROPERTY AND IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY OR STATEMENT BY LICENSOR AS TO THE CONDITION OR FITNESS OF THE LICENSED PROPERTY AND ACCEPTS THE ABOVE SAID LICENSED PROPERTY IN ITS PRESENT CONDITION, WITH LICENSOR'S FACILITIES THEREON, WITHOUT ANY OBLIGATION ON LICENSOR'S PART TO REPAIR OR MAINTAIN THE SAME, AND ASSUMES ALL RISK OF DAMAGE OR LOSS TO LICENSEE'S PROPERTY WHICH MAY BE INCIDENTAL TO LICENSOR'S PRESENT OR FUTURE USE OF SAID LICENSED PROPERTY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, LICENSEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF SAID MONITORING WELL ON LICENSOR'S PROPERTY, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS, CONTRACTORS OR EMPLOYEES, AND EVEN WHEN CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF THE LICENSOR, ITS AGENTS OR EMPLOYEES.**

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**TO THE EXTENT ALLOWED BY APPLICABLE LAW, LICENSEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO REAL OR PERSONAL PROPERTY OR NATURAL RESOURCES, PERSONAL INJURY OR DEATH CLAIMS, AND PUBLIC OR PRIVATE CLAIMS OR DEMANDS FOR DIRECT PAYMENT OR REIMBURSEMENT OF INVESTIGATION, REMEDIATION AND GOVERNMENT OVERSIGHT COSTS, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS AT OR ON LICENSOR'S PROPERTY WHERE SUCH HAZARDOUS SUBSTANCES, POLLUTANTS OR OTHER CONTAMINANTS MIGRATE OR ARE OTHERWISE TRANSPORTED OR RELEASED FROM LICENSEE'S, ITS AGENT'S OR CONTRACTOR'S EQUIPMENT, FACILITIES, OR ACTIVITIES WITHIN LICENSOR'S PROPERTY AND/OR RIGHTS OF WAY.**

Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

To Licensor: CenterPoint Energy  
P.O. Box 1700  
Houston, Texas 77251  
Attention: Surveying & Right of Way

To Licensee: Fort Bend County  
401 Jackson Street  
Richmond, Texas 77469  
Attention: Robert E. Hebert, County Judge

or such other address as shall be furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date so mailed.

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This License is not intended to convey any interest in real property and constitutes the entire License between the parties and it may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LICENSOR:

CenterPoint Energy Houston Electric, LLC

BY: \_\_\_\_\_

Mark L. Kouwe

*slf* Manager, Surveying & Right of Way  
Agent & Attorney-in-Fact

LICENSEE:

Fort Bend County

BY: \_\_\_\_\_

Robert E. Hebert, County Judge



License No. L2532

**Acknowledgement Block for CenterPoint Energy Use Only:**

STATE OF TEXAS            }

COUNTY OF HARRIS        }

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by Mark L. Kouwe, Manager, Surveying & Right of Way, as Agent & Attorney-in-Fact of CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary's Signature

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

**Acknowledgement Block for a Corporate Officer Only:**

STATE OF TEXAS            }

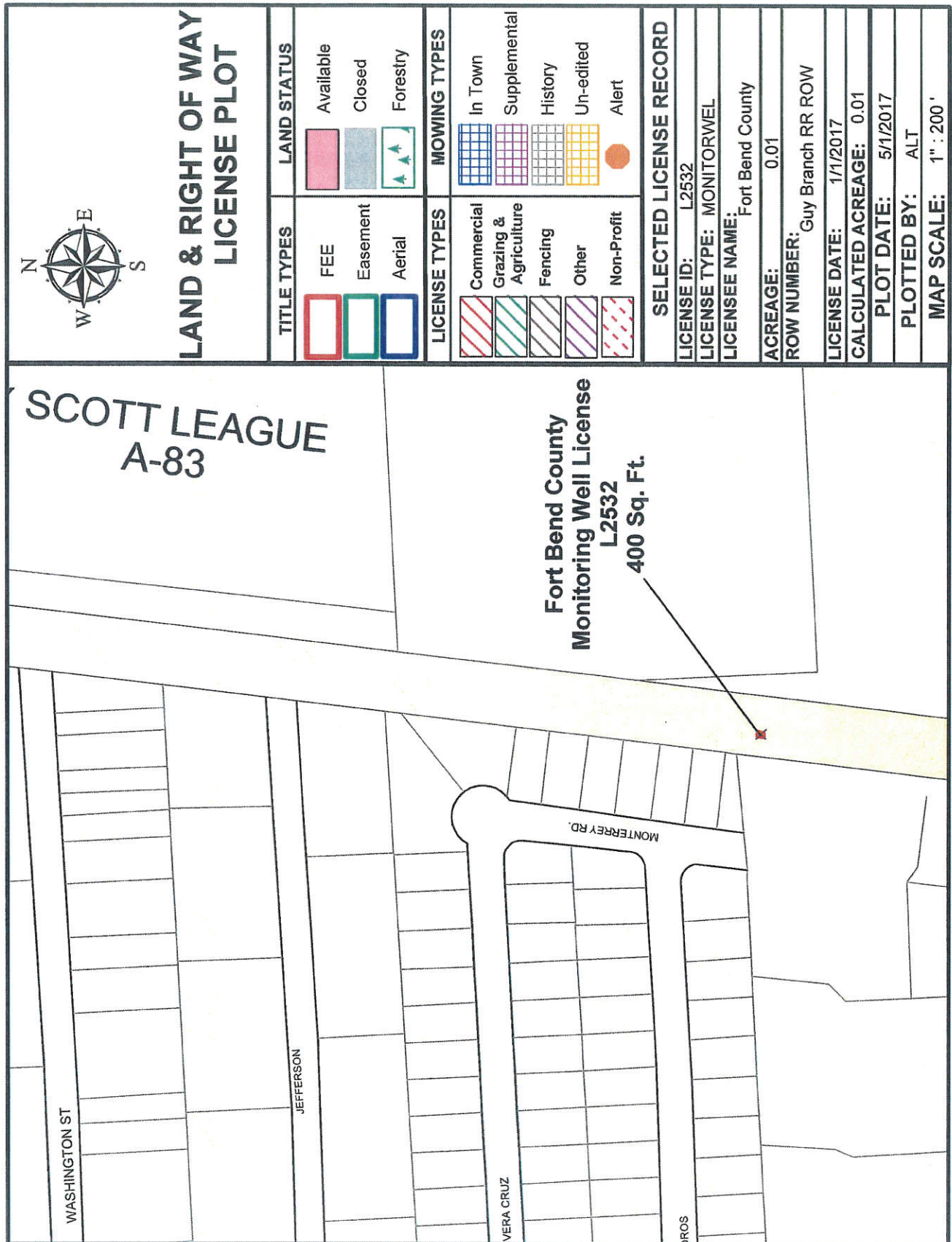
COUNTY OF FORT BEND    }

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by Robert E. Hebert, Judge of Fort Bend County, Texas, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

\_\_\_\_\_  
Notary's Signature

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

# EXHIBIT "A"



# EXHIBIT "B"

## SPECIFICATION

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700, HOUSTON, TEXAS 77251-1500

### A. CONSTRUCTION

#### Reference Drawings:

CenterPoint Energy Transmission Standards Manual

Drawing No.: 006-203-01

006-203-02

006-203-04

006-203-07

GC3GATE

Hike and Bike Trail Specification

#### Reference Specifications:

- CenterPoint Energy #007-229-06
- Texas Health & Safety Code – Chapter 752
- Federal Regulations, Title 29, CFR 1926.651, CFR 1910.333 ASTM C76
- Texas Highway Department Standard Specifications for Construction of Highways, Streets and Bridges: Item 162, Item 164, Item 166
- American Association of State Highway and Transportation Officials (AASHTO) 17<sup>TH</sup> Edition-2002

### B. SPECIAL AND TECHNICAL CONDITIONS, FLEXIBLE BASE ROAD AND YARD PAVING

#### REFERENCE SPECIFICATIONS:

Texas Highway Department (THD)

Item 260

a/k/a Texas Department of Transportation (TxDOT)

1972 Standards for Construction

Item 264

Of Highways, Streets and Bridges

Item 270

Texas Highway Department  
Test Methods

Tex-101E-1966

ASTM C14-75

Tex-104E-1968

ASTM C76-75

Tex 106E-1962

ASTM C506-75

Tex 110 E 1968

ASTM C150-76

Tex 114E-1965

ASTM D2487-69

Tex 115E 1962

AWPA C1-73

Tex-116E 1962

AWPA C2-73

AWPA A5-76

AWPA P8-64

AWPA P9-73

NO.	DATE	REVISION SECTION(S) AFFECTED	BY	CH	APP
1	07/03/86	Created	RDT	RNM	REB
2	05/05/03	Revised all sections	LRS	LRS	MJP
3	02/18/08	Revised all – Split Sec. 9	LRS	LRS	MJP
4	10/20/09	Revised Sect. 4	LRS	LRS	MJP
5	01/19/12	Revised Gate & Access Widths	LRS	LRS	MJP
6	02/10/14	Overall Revision	MDL	LRS	JHD

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## 1.0 SCOPE

- a. This specification covers the requirements that a Grantee/Contractor shall adhere to when performing work on the property of CenterPoint Energy.
- b. At the time of this revision, the active Company Representatives for these specifications and or their successors are:

**Ms. Janice Coburn**  
Office 713-207-6138  
Cell 281-460-0635

**Mr. Travis Drabek**  
Office 713-207-6480  
Cell 832-623-1326

**Mr. D. Scott Humble**  
Office 713-207-6747  
Cell 713-855-7836

**Mr. Mark Twardowski**  
Office 713-207-6481  
Cell 281-935-4671

Office Fax 713-207-4031

## 2.0 DEFINITIONS

- a. Company – CenterPoint Energy Houston Electric, LLC, which also may be referred to as Grantor in associated documents.
- b. Company's Representative - The person or persons designated in the agreement to inspect the work performed on Company Property.
- c. Company's Property - All property in which the company has an interest (easement or fee) including distribution easements, district office locations, and substations as they pertain to transmission use including towers, poles and wires, which also may be referred to as Grantor's Property in associated documents
- d. Agreement – The written contract, letter agreement, or Document by which the company formally authorizes the use of its property by an outside party
- e. Grantee - The actual owner, developer, lessee, private person, partnership, company, corporation or governmental entity that is responsible for the maintenance and control of the facility or work authorized by the Agreement, which also may be referred to as Grantee in associated documents.
- f. Contractor – Any individual or business firm, separate from the grantee, but contracting to perform or supply part or all of the activity or facilities under the Grantee.

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- g. Subcontractor - Any individual or business firm, separate from the contractor, but contracting to perform or supply part or all of the activity or facilities under the Contractor. Any work performed by the Subcontractor and its agents or employees shall comply with the provisions of the Agreement as if they were employees of the Contractor.

### 3.0 GENERAL REQUIREMENTS FOR CONSTRUCTION

- a. The following General Requirements in this section are applicable to a Grantee/Contractor requesting permission to perform construction work on Company's Property. The Special Requirements in other sections apply in addition to these General Requirements.
- b. Any violation of the requirements contained herein shall be considered as grounds, by the Company's Representative, to stop the construction until corrective actions are taken.
- c. No work shall be performed on Saturdays, Sundays or holidays on Company's Property unless approved by the Company's Representative forty-eight (48) hours in advance.
- d. The Grantee/Contractor shall furnish to the Company's Representative access at all times to the work being done and to the premises used by the Grantee/Contractor, and shall provide every reasonable accommodation for the purpose of inspection, even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.
- e. Upon project completion, the Grantee/Contractor shall return Company's Property to its original condition or better, including roads, fences, and gates.
- The Grantee/Contractor shall grade Company's Property to a smooth finish, and all excess material shall be either removed from, or distributed on Company's Property as directed by the Company's Representative.
  - All swales, ditches, and other surface graded areas disturbed during construction shall be seeded with Bermuda grass in accordance with Texas Highway Department Item 164. Fertilizer application shall conform to Texas Highway Department Item 166 and shall have an analysis of 16-8-8.
  - All debris, vegetation or cleared materials shall be removed from Company's Property by the Grantee/Contractor, including:
    - ❖ Trash, rubble and any flammable materials.
    - ❖ Sand, concrete and construction materials.

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- ❖ Containers of any type or character for the purpose of storing trash.
- ❖ Any material defined in environmental regulations as a solid waste, regulated toxic material or hazardous material.

f. DOCUMENTATION REQUIREMENTS

- The Grantee/Contractor shall have a copy of the signed Agreement at all times at the construction site where the operation of equipment is within Company's Property. It is the Grantee's responsibility to provide a copy of this specification to the Contractor and to ensure that all the provisions in the Agreement are followed.
- Any necessary field changes or modifications to the Agreement must be approved in writing by the Company's Representative prior to construction by the Grantee/Contractor.
- It is the Grantee/Contractor's responsibility to examine all the available records and to make a field inspection of the site and Company's Property for determination of the surface conditions and surface water conditions to be encountered, and the character of equipment and facilities needed for the desired work.

g. NOTIFICATION REQUIREMENTS

- The Grantee/Contractor shall be responsible for notifying all parties having an interest in or an easement on, under or above the subject Company's Property. The construction requirements of the parties with prior rights shall be observed; however, the Company's Specification for Construction shall be adhered to as a minimum.
- The Grantee/Contractor shall notify the Company's Representative seven (7) days prior to beginning any type of work so that an inspection of Company's facilities and/or properties can be arranged. The Grantee/Contractor shall provide the name and telephone number of their representative responsible for the construction activities to coordinate a preliminary inspection. The executing party of the Agreement shall pay the repair cost for damages to Company's facilities caused by the Grantee/Contractor.
- The Grantee/Contractor shall be responsible to call the One-Call Network at "8-1-1", forty- eight (48) hours prior to construction, to locate the Company's underground fiber optics line, and/or underground distribution facilities, and/or underground transmission facilities.

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h. DAMAGE MITIGATION REQUIREMENTS

- Any use of land necessary by the Grantee/Contractor's operations which causes damage to property, crops, etc. shall be mitigated by the Grantee/Contractor at his expense.
- Any damage to Company's facilities or Company's Property caused by the Grantee/Contractor's operations shall be mitigated by the Grantee/Contractor at his expense.

i. SAFETY AND EQUIPMENT REQUIREMENTS

- It shall be the Grantee's responsibility to ensure that the Contractor be familiar with and comply with all local, state, and federal codes (i.e. Texas Health and Safety Code Chapter 752 and Federal Regulations, Title 29, CFR 1910.333, CFR 1926.1407-1411) for construction operations in close proximity to electrical power lines. The Grantee/Contractor shall comply with all applicable federal, state, and local environmental regulations concerning the loading and transportation of hazardous materials.
- The Grantee/Contractor shall take all precautions necessary, shall be responsible for the safety of the work, and shall maintain all lights, guards, barriers, barricades, signs, temporary passageways, or other protection necessary for that purpose. The work shall be carried on to completion without damage to any work or property of the Company or of others and without interference with the operation of existing machinery or equipment.
- The Grantee/Contractor shall be responsible at all times for the safety of the general public and for the protection of persons who may for any reason enter within the limits of his work and shall comply with all the laws of the State of Texas and the United States and with all valid rules and regulations now in force or hereafter adopted pursuant thereto. Effective barricades with acceptable warning and detour signs shall protect roads and highways closed to traffic. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset to sunrise. The Grantee/Contractor shall bear the entire expense and shall not be reimbursed directly or separately by the Company for providing and maintaining all necessary or required barricades, warning lights, danger signals, signs or other precautions for the protection of the work and safety of the public.

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- If at any time the Grantee/Contractor's methods, materials or equipment appear to the Company's Representative to be unsafe, inefficient or inadequate for securing the safety of the workers, the public, or any Company's facilities, he may order the Grantee/Contractor to increase his safety, efficiency and adequacy, and the Grantee/Contractor shall comply with such orders. The failure of the Company's Representative to make such demands shall not relieve the Grantee/Contractor of his obligation to secure the quality and safe conduct of the work, and the grantee/Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, working force and equipment, irrespective of whether or not any changes are made as a result of any orders received from the Company's Representative.
- The Grantee/Contractor shall immediately remove from the job, whenever requested to do so by the Company's Representative, any person considered to be disposed or disorderly, or for any other reason unsatisfactorily complying with the requirements of this specification, and such person shall not again be employed on the work without the consent of the Company.
- The Grantee/Contractor shall not permit or suffer the introduction or the use of intoxicating liquor or narcotic drugs upon any of the grounds occupied or controlled by the Company.
- No structure of any type shall be constructed on Company's Property unless a final set of detailed drawings have been reviewed and approved by the Transmission Operations Department. Structures include but are not limited to signs, fences, paving, lighting, drainage facilities, etc. All structures of any type must be properly grounded.
- No temporary fuel tanks shall be stored on Company's Property unless prior written approval has been granted. Prior to approval, a specific location will be determined by the Company's Representative and the Grantee/Contractor. Fuel tanks within Company's Property must be adequately grounded and bermed for spill protection.
- No equipment or material shall be permitted on Company's Property at a height greater than 15 feet above natural ground elevation, unless approved by the Company's Representative. Cranes, lifts, etc. shall be blocked so that operators may not bring the boom to a greater height.
- Trenching and excavation will not be permitted within twenty (20) feet of any structure foundation or other facilities measured at ground level unless approved by the Company's Representative.

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- Excavation shall comply with CFR 1926.651. The installation of sheet piling, cribbing or other protective measures beyond the scope of CFR 1926 .651 will be required if stipulated by the Company's Representative.
- No self-propelled equipment shall be allowed directly beneath a lattice tower.

j. RIGHT OF WAY ACCESS REQUIREMENTS

- The Grantee/Contractor shall not sell, assign, or remove equipment or materials which have been installed by or which are owned by the Company and may be necessary for right-of-way access or any other activities without the written consent of the Company's Representative.
- No equipment, material, or railroad cars shall be stored on Company's Property without prior written consent.
- A minimum 20-foot wide access path along Company's Property shall be kept free of obstacles at all times to provide a passable area for the Company's equipment to travel.
- The Grantee/Contractor upon the request of the Company's Representative shall use matting on the right-of-way for temporary access on or across Company's Property.

k. DRAINAGE REQUIREMENTS

- Under no circumstances shall the natural drainage pattern of Company's Property be blocked or altered by construction. All previously existing ditches shall be re-established.
- All reinforced concrete pipes installed on Company's Property should be Class IV as specified by ASTM Specification C76 and should have a minimum of 12 inches of cover.
- All corrugated steel pipe and high density polyethylene pipe used for culverts and installed on Company's Property should be 16 gauges with 2 & 2/3" x 1/2" or 3" x 1" corrugations and have a minimum of 12 inches of cover or manufacturer's specified cover.
- The top of all manholes shall be built at final grade and must be capable of HS-20-44 loading, (A ASHTO 17th Edition-2002). All manholes must be protected with a minimum of four 6" diameter bollards made of wood or steel that are 6' long and set at least 24" in the ground with 48" above the ground.

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## I. SPOILING REQUIREMENTS

- No spoiling is allowed unless written approval has been obtained.
- Spoiling, if allowed, shall be done as directed by the Company's Representative. The spoil material shall be free of concrete, asphalt, steel, wood, or any other objectionable material. Spoil material shall not be stockpiled or placed over any distribution manholes, pull holes, etc. The spoil material shall be spread in lifts not to exceed 12" and compacted as required by the Company's Representative. The end results of spoiling and grading shall yield positive drainage and flow with no ponding.
- The elevation beneath any of the Company's structures within the limits of the proposed work shall be maintained equal to or greater than the surrounding finished grade elevation. Spoil material, if approved in writing, shall not exceed a point six (6) inches below the top elevation of the concrete cap of a tower foundation. Any spoil material added beneath the tower shall be compacted to 95% density with a tamper or hand vibratory equipment and shaped to a smooth finish to provide proper drainage.

### 4.0 SPECIAL REQUIREMENTS FOR PIPELINES AND VALVE SITES, COMMUNICATION CABLES AND CABLE TELEVISION INSTALLATIONS

- a. Pipelines shall have a minimum cover of four (4) feet, measured from the top of the pipe to the natural ground level, unless otherwise specified in the Agreement.
- b. Pipelines to be installed within twenty (20) feet of any structure foundation shall be installed by either boring, tunneling, or other protective methods approved by the Company Representative. Where boring is performed, the hole shall not be more than one (1) inch greater than the outside diameter of the pipe and the protective coating or casing. Where tunneling is performed and column bents of concrete are used, the top of the concrete shall be a minimum of three (3) feet below ground level and the remainder of the column shall be filled and compacted at lifts not to exceed twelve (12) inches to 95% Standard Proctor density. De-watering will not be permitted unless approved by the Company's Representative.
- c. Trenches shall be backfilled, sufficiently compacted to prevent future settlement, and crowned as required by the Company's Representative. For any settlement that occurs as a result of access for the associated pipeline installation, the owner of the pipeline, upon request, shall fill or smooth the Company's right-of-way as directed.

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- d. No structure of any type shall be constructed on Company's Property unless described in detail in the formal agreement document, except for test point terminals and pipeline markers, which shall be installed in locations such that they do not create an obstruction to Company's equipment traveling within Company's Property.
- e. If at any time the pipe is abandoned, the pipe shall be removed by the pipeline owner. If the pipe cannot be removed because of possible damage to Company's facilities (tower foundation, poles, etc.), the pipeline shall be cut 20' away from each side of the Company facility and the abandoned pipe section filled with grout to prevent future caving or settling.
- f. Pipelines with a proposed location between a Company's structure and a down guy anchor or other appurtenance will be bored or tunneled unless specific approval has been granted by the Company's Representative.
- g. New or relocated pipeline occupations that are located between a lattice tower's foundations will require the Company to install "Mower Guards" (Company Drawing #006-203-07) at each tower at the expense of the requesting pipeline company.
- h. The following are additional requirements applicable to installations of valve and metering sites within Company's Property.
- No valve site or station is to be located closer than fifty (50) feet to a transmission structure or appurtenance without exclusive written consent.
  - Valve sites or stations are to be located on Company's Property such that they do not limit access along Company's Property.
  - Valve sites or stations are to have perimeter barricades or fences installed in order to prevent damage from equipment traveling along Company's Property.
  - Valve sites or stations, plus an additional three (3) feet outside the site area, shall be kept free of high grass and weeds at all times by the valve owners.
  - Valve sites or stations are to be well marked with the owner's name and telephone number to be called in cases of emergency.
  - No blow-off vents or flares are to be located on Company's Property.
  - Grounding/Anode Beds will be treated as a Valve Site, separately from the pipelines.

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i. The following are additional requirements for pipeline crossings of the Company's underground electric distribution facilities.

- The Company will furnish upon Grantee/Contractor's request any drawings of the existing underground distribution facilities.
- If a crossing is required, the pipeline shall be installed beneath the Company's underground distribution facilities. A minimum vertical clearance of eighteen (18) inches must be maintained between the Company's underground distribution facilities and any other facilities (i.e. outside pipe wall to outside concrete encasement or pipe wall).
- If a pipeline is installed parallel to the Company's underground electric distribution facilities, a minimum horizontal clearance of five (5) feet must be maintained between the Company's underground distribution facilities and any other facilities (i.e. outside pipe wall to outside concrete encasement or pipe wall).
- If the Company's concrete encased duct bank is to be exposed during the installation or maintenance of a pipeline, the Company's duct bank must be fully supported every four (4) feet.
- Upon completion of the work, Grantee shall furnish the Company with a complete set of as-built drawings. Any substitutions or changes made by the Contractor/Grantee for the purpose of fabrication or installation shall be marked by Contractor/Grantee on those drawings and accompanied by a complete revised metes and bounds or centerline description if applicable.

j. COMMUNICATION CABLES AND CABLE TELEVISION INSTALLATIONS

- Overhead cables must be approved by a Representative from the Asset Planning and Optimization Transmission Encroachment & 3rd Party Use Department, for location and maximum and minimum height requirements.
- All underground occupations must be buried with a minimum 4.0' of cover and all above ground appurtenances must be approved for location.

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## 5.0 SPECIAL REQUIREMENTS FOR DRAINAGE DITCHES

- a. Ditch side slopes along Company's Property shall be "Asphalt Mulch Seeded" with Bermuda grass in accordance with Texas Highway Department, Item 164. Application of seed shall be at the rate of forty (40) pounds per acre. Asphalt Film Spray Emulsion SS-1, CSS-1, CMS-25, or MS-2 shall be used. This spray is to be applied at the rate of 0.2 to 0.4 gallons per square yard. Fertilizer application shall conform to Texas Highway Department, Item 166 and shall have an analysis of 16-8-8 urea form.

ALTERNATE: The Grantee/Contractor may use solid "Block Sodding" on ditch side slopes in accordance with Texas Highway Department, Item 162.

- b. Cement stabilized limestone and cement stabilized sand shall conform to Company's Specification #007-229-06, attached hereto and made a part hereof.
- c. Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use of the Company, a culvert crossing for access to Company's Property with a roadway width of twenty four (24) feet. The Grantee/Contractor shall install the roadway at the location stipulated in the Agreement or as determined by the Company's Representative.
- d. Ditch design shall be such that erosion and slope stability is controlled by flat side slopes, natural vegetation, riprap or other approved methods. The side slopes of ditches shall not be steeper than 4:1.
- e. The high bank of any ditch shall not be closer than twenty four (24) feet to any structure foundation measured at ground level unless approved by the Company's Representative. The high bank of any ditch shall not be closer than three (3) feet to any wood poles or appurtenances measured at ground level unless approved by the Company's Representative. If this is not possible, the wood poles will be braced or relocated by the Company at the Grantee/Contractor's expense.

## 6.0 SPECIAL REQUIREMENTS FOR STREETS, ROADS, HIKE AND BIKE TRAILS, AND PLAY GROUND EQUIPMENT

- a. Barricades to protect the Company's structures shall be installed as required before construction of the street or road begins.
- b. Unless specified otherwise, the Grantee/Contractor shall install, for the exclusive use by the Company, a twenty four (24) foot wide drive on both sides of the street or road. The Grantee/Contractor shall install the drive at the location stipulated in the Agreement or as determined by the Company's Representative. Curb cut-outs shall be installed with a five (5) foot radius.

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- c. Adequate drainage for Company's Property shall be provided and indicated on plan and profile drawings at each street or road crossing. Installation of drainage structures and/or shaping of the adjacent property to ensure proper drainage of Company's Property shall be done at Grantee/Contractor's expense.
- d. Hike and Bike Trail minimum standards are referenced on CenterPoint Energy Transmission Standard, Hike and Bike Trails, Minimum Standards Drawings. Subject to full review and subject to change based on the field notes.
- e. PLAY GROUP EQUIPMENT or ANY RECREATION FACILITIES is prohibited within Company's Property without any exception.

#### 7.0 SPECIAL REQUIREMENTS FOR SPUR TRACKS

- a. Company's structures located within twelve (12) feet of the nearest rail of the proposed rail spur shall be relocated at the spur track owner's expense. The Company's construction forces will relocate the structures.
- b. For the exclusive use of the Company, the Grantee/Contractor shall install a twenty four (24) foot wide grade crossing over the spur track in accordance with local railroad specifications. Before construction can begin, the Grantee/Contractor shall assume responsibility for the exact location of the grade crossing with respect to the Company's right-of-way line as determined by the Company's Representative. If the spur right-of-way is to be cross-fenced, a twenty four (24) foot wide gate shall be installed in each cross fence at/and parallel to the grade crossing.
- c. The top rail elevation shall not exceed four (4) feet above the natural ground elevation of the Company's right-of-way.

#### 8.0 SPECIAL REQUIREMENTS FOR PARKING FACILITIES

- a. Parking lot plans showing the area to be surfaced, curbs, fences, drainage and traffic access routes as applicable must be submitted to and approved by the Company's Representative prior to the granting of the Agreement.
- b. No through roads will be allowed along Company's Property; therefore, if the parking lot has multiple entrances, the lot must be so constructed that through traffic is not possible.
- c. Company's Property requested for parking must be immediately adjacent or substantially close to the Grantee's property.

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- d. The Grantee/Contractor shall be responsible for any damage to Company's facilities. This includes all existing structures as well as future structures. Barriers will be required if the proposed parking facility or any drives associated with the parking area are closer than ten (10) feet to any transmission facility. Barriers in accordance with Company's Drawing #006-203-01, 006-203-02, or 006-203-04, attached hereto and made a part hereof, shall be installed.
- e. If fences or traffic restrictors are placed across Company's Property, the Grantee/Contractor must install a twenty four (24) foot gate in accordance with Company's Drawing #GC3GATE, attached hereto and made a part hereof, on which the Company will install a chain and lock.
- f. The Company reserves the right to enter and traverse any parking facility as required for inspection, maintenance or construction purposes and reserves the right to cancel all or part of the agreement as may be required for the installation of future facilities or maintenance of existing facilities.

#### 9.0 SPECIAL REQUIREMENTS FOR NURSERY OPERATIONS

- a. Liquid fertilizer is not allowed on Company's Property.
- b. No permanent sprinkler systems are allowed on Company's Property.
- c. Only containerized trees and plants will be allowed on nursery operations and only to a maximum height of ten (10) feet.
- d. No berms or earthen mounds will be allowed.
- e. The Company is not to be held responsible for any plants that may be damaged due to emergency repair of the Company's facilities.

#### 10.0 SPECIAL REQUIREMENTS FOR DECORATIVE PLANTING

- a. No plants which at maturity are taller than ten (10) feet will be approved and subject to approval on a case by case basis. No planting shall be made closer than twenty (20) feet to any Company's structure.
- b. No trees of any type will be allowed.
- c. No berms or earthen mounds will be allowed.
- d. No permanent sprinkler systems are allowed on Company's Property.
- e. Liquid fertilizer is not allowed on Company's Property.

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- f. The Company reserves the right to have plantings removed by the Grantee/Contractor without notice. Should plantings not be removed, the Company will remove the plantings and not be liable for their replacement.
- g. Any vegetation placed within Company's Property without prior written approval may be removed by the Company. The Grantee/Contractor shall be responsible for reimbursing the Company for removal of unauthorized plantings.
- h. The Company is not to be held responsible for any decorative grass or plants that may be damaged.
- i. Grantee shall keep Company Property free of high grass, weeds, and trash within the area covered by the Agreement.

11.0 SPECIAL REQUIREMENTS FOR PROTECTING CULTURAL RESOURCES, ARCHAEOLOGICAL SITES, AND THREATENED AND ENDANGERED PLANTS AND ANIMALS

a. Archaeological and historical sites

- Known or potential archaeological or historical site(s)
  - ❖ The Grantee/Contractor shall conspicuously mark the site areas in the field to ensure the areas are avoided by construction activities.
  - ❖ If a site is determined to be located in a wooded area, any necessary vegetation clearing shall be done in such a manner that the root zone is not disturbed until an archaeologist has completed and investigation of the site, including removal of all artifacts. This may be accomplished by using manually operated chain saws or mechanical cutters to cut down trees at ground level and lifting them onto trucks for transport out of the right of way rather than dragging them. When archaeological work is completed, stump grinders may be used to remove the remaining portions of large trees below ground level, after which the surrounding surface can be prepared for construction. More specific procedures for avoidance or lessening of damage to sites will be decided on a site-by-site basis, or as directed by the State Historic Preservation Office.
  - ❖ In certain circumstances, it may be necessary for vehicles to cross the identified archaeological/ historical areas. In such cases, loose earth fill, or other temporary ground cover, in a thickness necessary to prevent damage by the passage of vehicles over the site surface will be placed on such sites. The fill shall be a contrasting color or texture so as to allow re-establishment of the original site surface at a later date. The Grantee/Contractor shall document the placement and removal of such temporary fill.

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- Unknown archaeological or historical site(s)

- ❖ Upon discovery of any evidence of an archaeological or historical site (e.g. accumulations of oyster shells or other seashells, pottery or pottery pieces, animal or human bones, rusted metal such as nails or cannon balls), all construction operations in the immediate vicinity shall cease. The Grantee/ Contractor shall promptly contact the Company's Representative.
- ❖ The Company will contact qualified environmental contractors to investigate the discovered site in accordance with applicable procedures and guidelines. The area of significance will be conspicuously marked in the field so that construction activities may proceed while avoiding the site.

- Mitigation process

- ❖ If a structure or site cannot be protected through any relocation, stabilization or restoration technique, then mitigation of the construction effects on archaeological and/or historical sites will be performed in accordance with applicable procedures and guidelines as directed by the State Historic Preservation Office.

b. Endangered or threatened plants and animals

- Known locations of species and/or their habitats

- ❖ The company may provide the Grantee/Contractor any previously documented sites of any known endangered and threatened species that it has discovered along the construction route. Where such documentation is provided, the Grantee/Contractor shall implement any mitigating actions required by the Company.

- Unknown locations of species and/or their habitats

- ❖ If during construction, the Grantee/Contractor discovers an endangered or threatened plant or animal species, the Grantee/Contractor shall cease all work in that immediate area. The Grantee/Contractor shall promptly notify the Company's Representative who will notify the appropriate State/Federal agencies for any required mitigating actions.

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❖ If during construction, the Grantee/Contractor discovers an endangered or threatened plant or animal species, the Grantee/Contractor shall cease all work in that immediate area. The Grantee/Contractor shall promptly notify the Company's Representative who will notify the appropriate State/Federal agencies for any required mitigating actions.

- Mitigation process

❖ Any mitigation concerning endangered and/or threatened species, applicable to the project construction, will be reviewed by the Company and communicated to the Grantee/Contractor. Only when necessary mitigation measures have been completed by the Grantee/Contractor will construction work be reinitiated

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**CENTERPOINT ENERGY  
TRANSMISSION STANDARD**

**PLAN**

Dimensions: 12'-5" (overall width), 12'-5" (overall length), 12'-5" (overall length).  
 Spacing: 12'-5" MAX. POST SPACING.  
 Material: 12 GA. GALV. ROLLFORM FLARED TERMINAL SECTION (TYPICAL).  
 Material: 8'-0" X 0'-6" TREATED PINE POST.  
 Material: STANDARD 12 GAUGE GALV. ROLLFORM GUARDRAIL (LENGTH 13'-5 1/2").  
 Material: H.L. & P. CO. TOWER FOOTING.  
 Material: 12 GA. GALV. ROLLFORM GUARDRAIL.  
 Material: 8'-0" X 0'-6" TREATED PINE POST.  
 Material: GRADE.  
 Material: 12 GA. GALV. ROLLFORM FLARED TERMINAL SECTION.

**ELEVATION**

**SIDE VIEW**

**FOR USE ON HOUSTON LIGHTING AND POWER CO. RIGHTS-OF-WAY.**

**BARRIERS**

**TYPICAL DETAILS  
GALVANIZED ROLLFORM  
TOWER GUARD RAIL**

NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

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NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

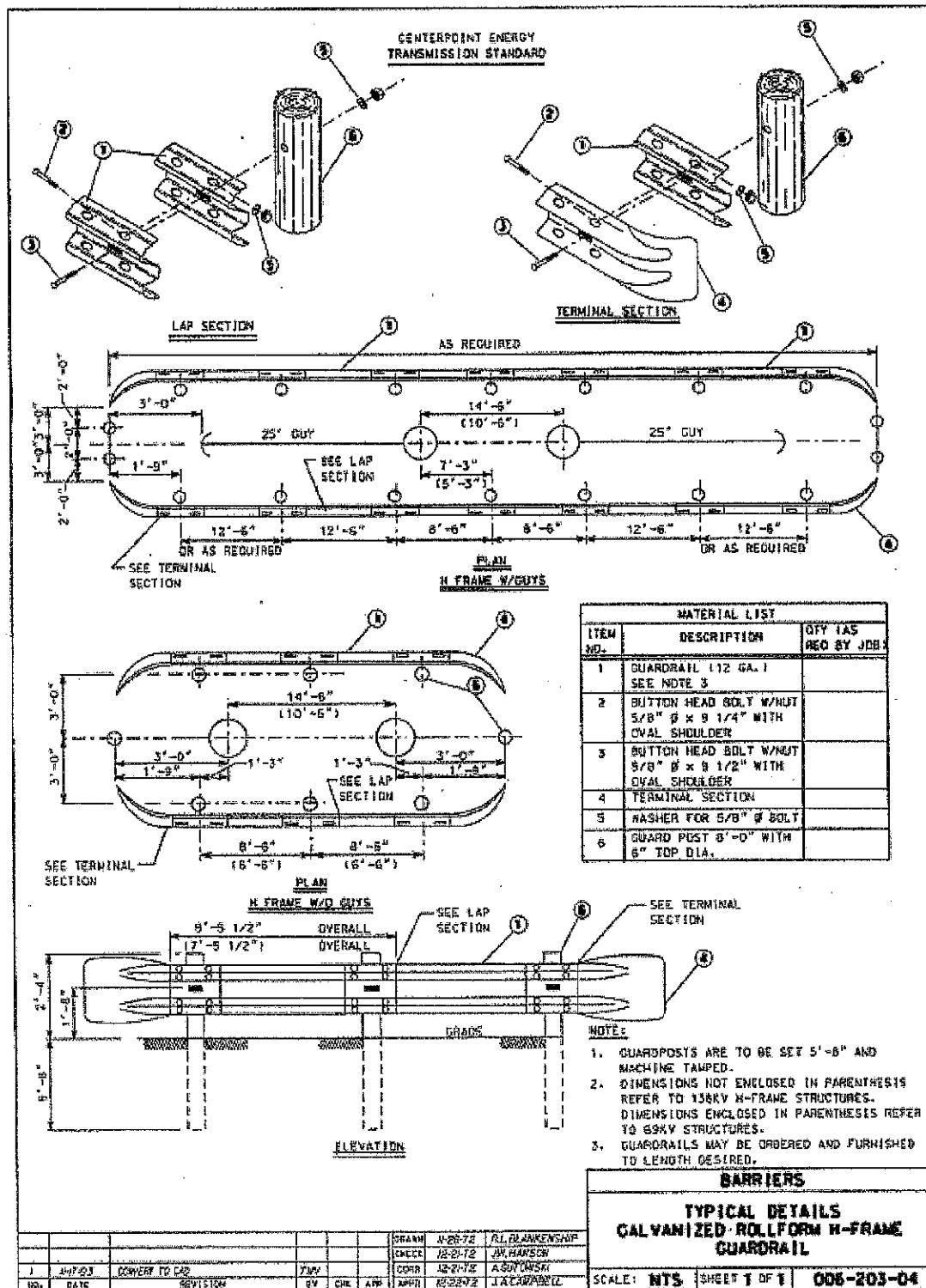
NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

NO.	DATE	REVISION	BY	CHK	APP	APPR
1	11-18-83	CONVERT TO CM	JMF			

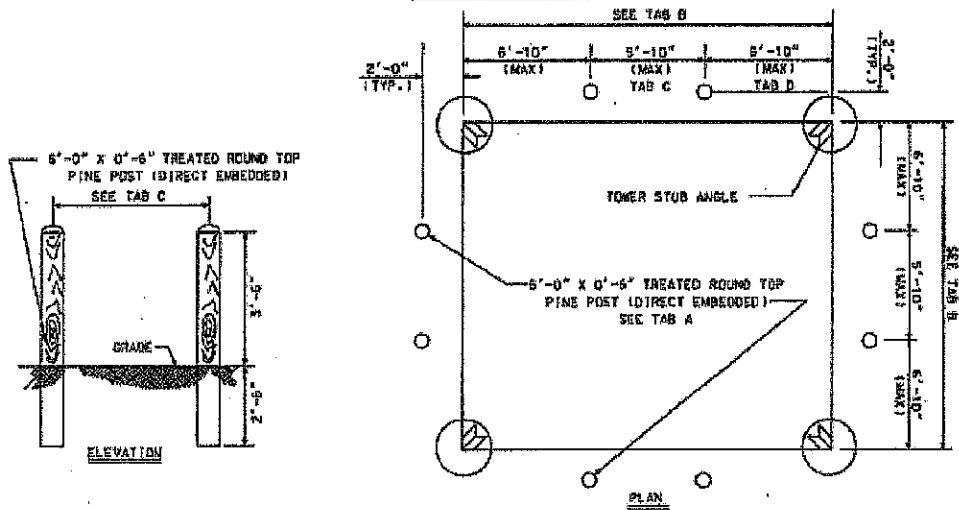
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**CENTERPOINT ENERGY  
TRANSMISSION STANDARD**



**DIMENSIONAL SPACING OF WOOD BARRIERS FOR SQUARE BASE TOWERS**

A	B	C	D
NO. OF BARRIERS PER SIDE	DIMENSION BETWEEN TOWER LEGS	DIMENSION BETWEEN BARRIERS	DIMENSION BETWEEN BARRIERS AND TOWER LEG
2 BARRIERS	14'-9" TO 17'-5"	4'-11" TO 5'-10"	EVENLY SPACED
	17'-6" TO 19'-6"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
3 BARRIERS	19'-7" TO 23'-4"	4'-11" TO 5'-10"	EVENLY SPACED
	23'-5" TO 25'-4"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
4 BARRIERS	25'-5" TO 29'-2"	5'-1" TO 5'-10"	EVENLY SPACED
	29'-3" TO 31'-2"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
5 BARRIERS	31'-3" TO 35'-0"	5'-2" TO 5'-10"	EVENLY SPACED
	35'-1" TO 37'-0"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
6 BARRIERS	37'-1" TO 40'-10"	5'-3 1/2" TO 5'-10"	EVENLY SPACED
	40'-11" TO 42'-10"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)
7 BARRIERS	42'-11" TO 46'-8"	5'-4 1/2" TO 5'-10"	EVENLY SPACED
	46'-9" TO 48'-8"	5'-10" (MAX)	5'-10 1/2" TO 6'-10" (MAX)

**INSTRUCTIONS:**

1. MEASURE DISTANCE BETWEEN TOWER LEGS AT STUB ANGLES.
2. LOCATE DIMENSION IN TAB "B".
3. DETERMINE BARRIER SPACING FROM TAB "C" AND "D". BARRIERS MAY BE SPACED EVENLY OR UP TO A MAXIMUM OF 5'-10" BETWEEN BARRIERS AND A MAXIMUM OF 6'-10" BETWEEN THE END BARRIER AND TOWER LEG.
4. BARRIERS TO BE LOCATED 2'-0" OUTSIDE THE PERIMETER OF THE BASE, MEASURED FROM THE STUB ANGLE (SEE PLAN VIEW).
5. POST TO BE SET 2'-6" DEEP
6. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE DIGGING.

LOCAL POST SUPPLIERS: SAM BASSETT LUMBER  
ADDRESS: 3839 PULK STREET  
PHONE: 713-223-2154

										<b>BARRIERS</b>		
										<b>WOOD POST MOWER BARRIER INSTALLATION FOR TOWERS</b>		
1	DATE	REVISED POST SUPPLIER	FLB	FLW	FLN	CDM	LS-20-06	MD	NORDSZ	SCALE: NTS	SHEET 2 OF 2	006-203-07
2	DATE	REVISION	BY	CHK	APP	APP	LS-20-06	MD	PARLITS			

**SPECIFICATION**

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GC3GATE..

CENTERPOINT ENERGY  
TRANSMISSION STANDARD

ITEM	DESCRIPTION	M/N	U N I T S	QUANTITY			
				GAP GATE		TUBE GATE	
				NEW	MAINT	NEW	MAINT
1	POST, 10' TREATED PINE W/7'-10" TOPS	100299	EA	-	-	4	-
2	POST, 8' TREATED PINE W/3'-6" TOPS	100100	EA	4	-	-	-
3	POST, 7' TREATED PINE W/3" TOPS	100099	EA	4	-	2	-
4	WIRE, BARBED 12 1/2 GAUGE (1320') PCA 352	111278	SP	-	+13	-	-
5	WIRE, BARBLED STEEL 2 PLY ONLY (1320')	111267	SP	+25	+10	+10	-
6	STAPLES, 1 1/2" GALVANIZED	137843	LB	1	1	1	-
7	NAILS, WIRE 16G GALVANIZED	137350	LB	1	1	1	-
8	AWT, GATE HANGER, 3/4" DIA., 14"	110795	EA	-	-	4	3
9	WASHER, CURVED, 4"x5"x1/4", 11/16" HOLE	225701	EA	-	-	8	4
10	GATE, 6-RAIL TUBE, GALVANIZED 12"x50"	245425	EA	-	-	2	1
11	STAY, TWISTED 42" GALVANIZED	111265	EA	3	3	-	-
12	PADLOCK, HS DOUBLE BALL STAINLESS STEEL, 2" OPENING	225147	EA	1	1	1	1
13	CHAIN, COIL 1/4"	136163	FT	3	3	3	2

STRUCTURE CLASSIFICATION  
STRUCTURE TYPE

GC3

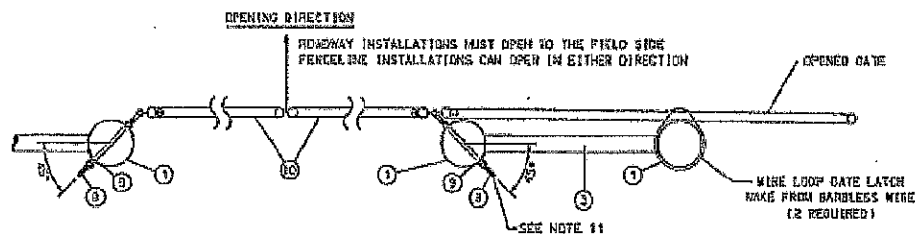
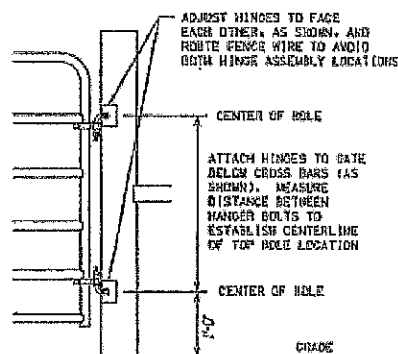
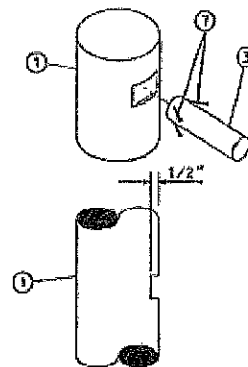
## A&amp;U KEY

STRUCTURE CLASSIFICATION

GATE - GATE

STRUCTURE TYPE

F - GAP GATE (BARBLED WIRE)  
G - GAP GATE (BARBED WIRE)  
S - TUBE GATE, 6-RAIL  
H - TUBE GATE & HARDWARE  
REPLACEMENT ONLY

DETAIL "A"  
POST AND GATE ATTACHMENT DETAILDETAIL "B"  
GATE POST HINGE ATTACHMENT DETAILDETAIL "C"  
HORIZONTAL WOOD BRACE DETAIL

## GATES &amp; CULVERTS

Sheet 23 of 36

3	02/06/06	REVIEW FOR NEW DESIGN	REV	REV	MP	DRAWN	02/03/08	ALBERTSON
2	04/06/06	REPLACED FENCE GATE BY FENCE GATE	REV	REV	MP	CHECK	02/03/08	ALBERTSON
1	04/06/06	ADDED BOM TO EXISTING Y. BLOCK	REV	REV	MP	CON	02/03/08	ALBERTSON
NO.	DATE	REVISION	BY	CHK	APP	APPN	02/04/08	ALBERTSON

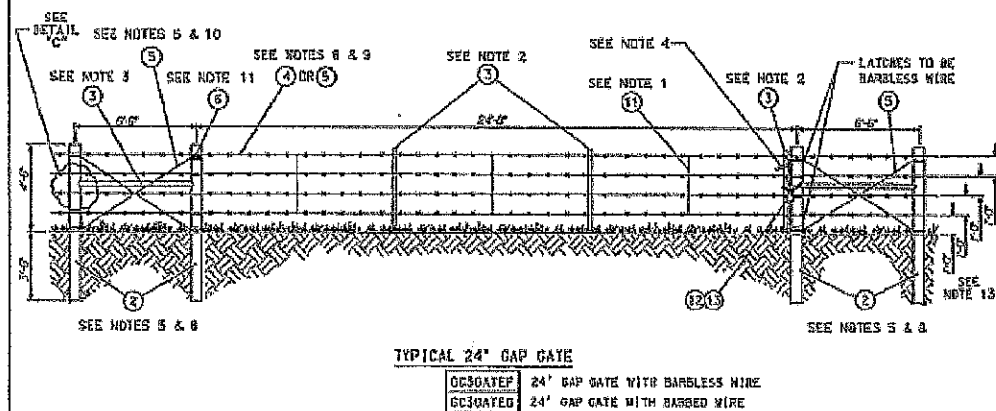
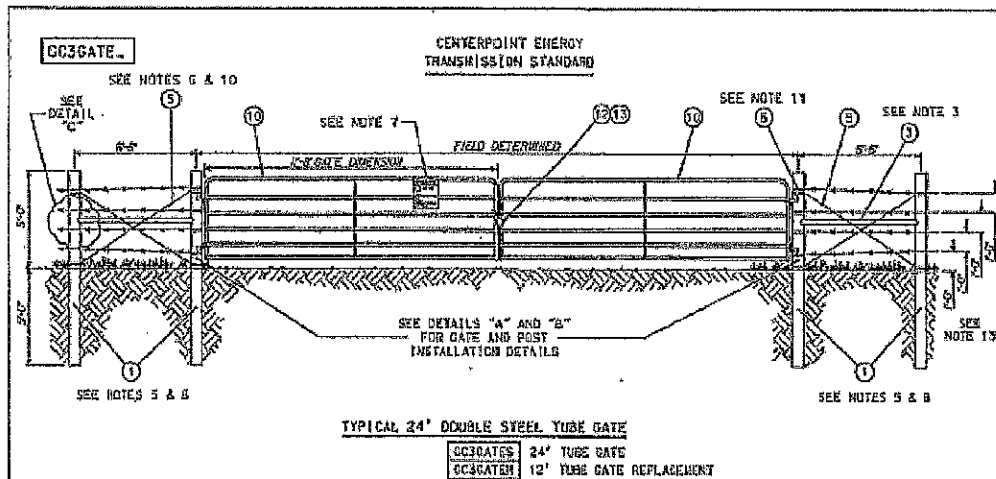
SCALE: NYS SHEET 1 OF 2 GC3GATE

## SPECIFICATION

SHEET 22 of 35 SHEETS

SPEC ID 007 231 79





# NOTES:

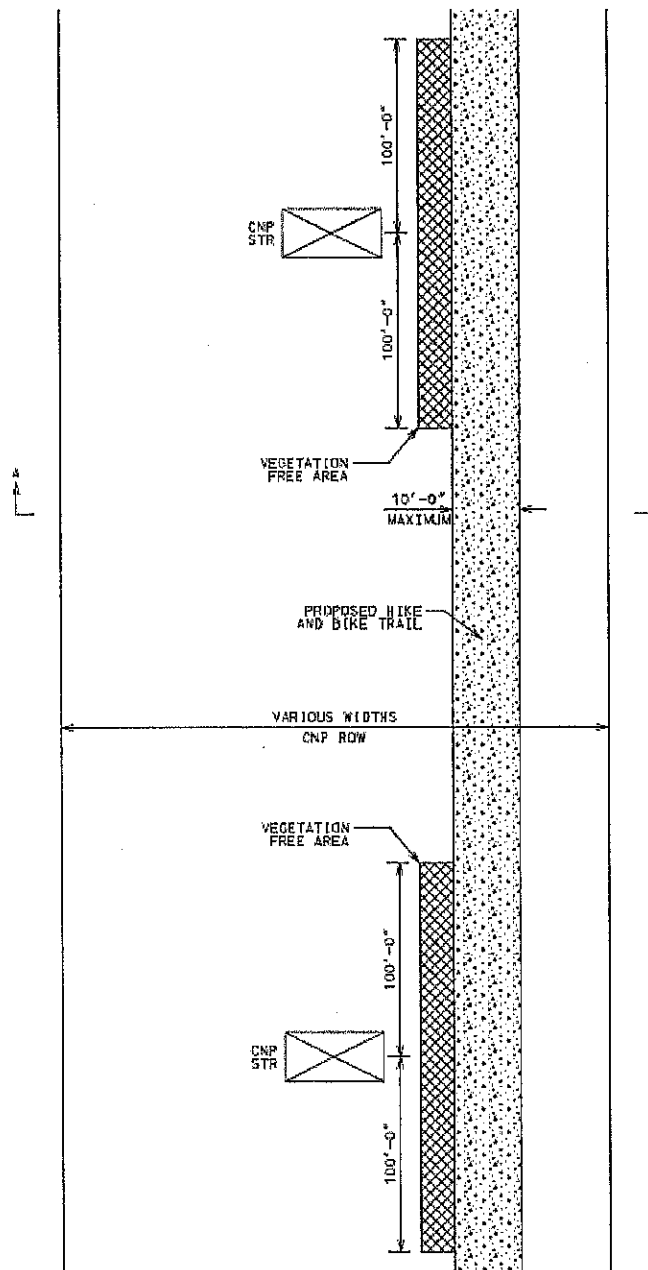
1. 2" DIAMETER WOOD POST MAY BE SUBSTITUTED FOR STAYS. (NON-STOCK ITEM).
2. VERTICAL BRACE POSTS AND LATCH POSTS TO BE FABRICATED OUT OF POST FROM M/N 100089. CUT TO 4'-6".
3. HORIZONTAL BRACE POSTS TO BE FABRICATED OUT OF POST FROM M/N 100089. CUT TO 6'-6".
4. WOOD CHAIRS TO BE FABRICATED FROM WOOD POST SHAP.
5. ALL TIMBER AND POSTS SHALL BE TREATED IN ACCORDANCE WITH AMPA SPEC. C-1, C-5, P-1 LATEST REVISION. FINAL NET RETENTION OF CREOSOTE TREATED BY ASSAY = 3 PCF.
6. ALL WIRE SHALL BE 12 1/2 GAUGE AND MUST MEET ASTM SPEC. A-181.
7. NOTICE SIGNS TO BE INSTALLED AT ALL ROADWAY INSTALLATIONS ON PROPERTY OWNED BY CENTERPOINT ENERGY. TO INSTALL NOTICE SIGN USE ASSEMBLY UNIT [SIGNAGE].
8. POSTS ARE TO BE TAMPED WITH NATIVE BACKFILL.
9. BARBLESS WIRE TO BE USED WITHIN INCORPORATED CITY LIMITS.
10. BRACE WIRES ARE TO BE WRAPPED TWICE AROUND POSTS, PULLED, AND STAPLED.
11. WHEN DEADENDING WIRE, PULL UNDER FULL TENSION, WRAP TWICE AROUND POST, THEN TWICE AROUND WIRE, AND STAPLE SEVERAL PLACES ON POST.
12. ALL NUTS ON GATE BOLTS SHALL BE WELDED OR GATE BOLTS STRIPPED TO PREVENT REMOVAL.
13. WIRE SPACING MAY VARY IN ORDER TO BE COMPATIBLE WITH EXISTING FENCE.

NO.	DATE	REVISION	BY	CHK	APP	DATE	DESCRIPTION
3	08/27/06	REDESIGN FOR NEW SP DESIGN	RJS	RJS	WAP	08/07/08	HLBUTTRICK
2	04/25/02	REPLACED FENCE GATE W/ TUBE GATE	RJS	RJS	WAP	08/03/08	HLBUTTRICK
1	04/08/02	DOORED BOX TO OVERVIEW T-BLOCK	RJS	RJS	WAP	08/03/08	HLBUTTRICK

GATES & CULVERTS		
Sheet 24 of 35		
SCALE: NTS	SHEET 2 OF 2	CC3GATE

SPECIFICATION			
SHEET 23 of 35 SHEETS			
SPEC ID	007	231	79

CENTERPOINT ENERGY  
TRANSMISSION STANDARD



HIKE AND BIKE TRAILS

MINIMUM STANDARDS

NO.	DATE	REVISION	BY	CHK	APP	DRAWN	01-20-14	C. GREEN
						CHECK	01-27-14	D. K. ARE
						CORR	02-04-14	S. GREEN
						APPR	03-04-14	J. DODGE

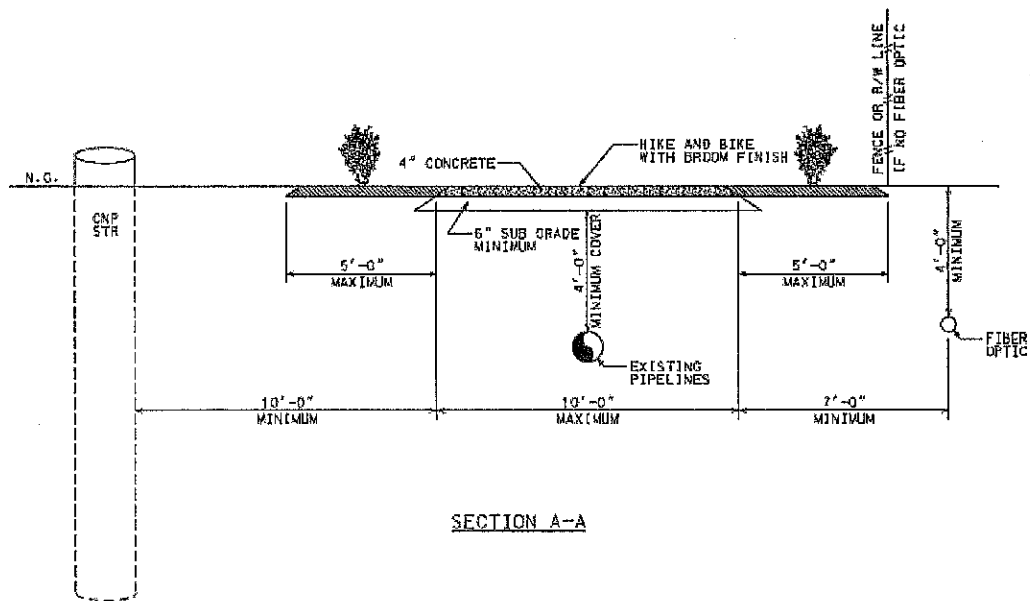
SCALE: NTS SHEET 1 OF 2

SPECIFICATION

SHEET 24 of 35 SHEETS

SPEC ID 007 231 79

CENTERPOINT ENERGY  
TRANSMISSION STANDARD



HIKE AND BIKE TRAILS									
MINIMUM STANDARDS									
NO.	DATE	REVISION	BY	CHK	APP	APPR	01-20-14	C. GREEN	
							01-21-14	C. GREEN	
							02-04-14	C. GREEN	
							02-04-14	J. DODGE	
SCALE: NTS							SHEET 2 OF 2		

SPECIFICATION			
SHEET	25 of	35	SHEETS
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## 12.1 SCOPE

- a. This specification covers the furnishing of labor, material, equipment, permits and supervision necessary for the installation of flexible base road and yard paving on CenterPoint Energy's property.

## 12.2 GENERAL

- a. The paving work shall be done in accordance with the CenterPoint Energy's Purchase Order, CenterPoint Energy's drawings, CenterPoint Energy's Job Specifications, General Conditions for Construction (CenterPoint Energy's Specification 007-231-79), this specification, the Texas Highway Department Standards (THD), American Society for Testing Materials Standards (ASTM), and the American Wood Preservers Association Standards (AWPA).
- b. In case of conflict, the order of precedence shall be the CenterPoint Energy's Purchase Order, CenterPoint Energy's Job Specification, CenterPoint Energy's drawings, this Specification, the General Conditions for Construction, and the THD, ASTM and AWPA Specifications.
- c. The equipment for proper prosecution of the work shall be at the work site and approved by the CenterPoint Energy's Representative prior to the beginning of construction operations.
- d. The Contractor shall maintain on the job site, at all times, a complete and readable copy of all specifications and any drawings provided by CenterPoint Energy governing the subject paving installation.
- e. No deviation from this specification will be permitted without authorization from CenterPoint Energy.

## 12.3 MATERIAL ESTIMATES

- a. The quantities indicated on the CenterPoint Energy's drawings are estimated by CenterPoint Energy utilizing plan dimensions, and shall be verified by the Contractor. If the Contractor detects any discrepancies in the quantities estimated by CenterPoint Energy, he should amend the figures on the inquiry sheet to reflect the quantities he has estimated. The quantities shown on the inquiry sheet by CenterPoint Energy, or as amended by the Contractor, shall be the quantities which appear on the purchase order when issued and will be the quantities for which the Contractor will be paid.

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#### 12.4 SCHEDULING

- a. The Contractor shall state in his proposal the number of working days required to complete the job.
- b. The Contractor shall give CenterPoint Energy notice 72 hours prior to the start of construction.
- c. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. Work shall not be performed on Saturdays or holidays without a 48 hour advance approval by CenterPoint Energy. Work shall not be performed on Sundays.

#### 12.5 GRUBBING AND EXCAVATION

- a. The area to be paved shall be excavated and shaped to conform with the typical sections shown on the paving drawing.
- b. The area to be paved shall be "cleared and grubbed" removing and disposing of all trees, stumps, brush, roots and stripped of all vegetation, logs, rubbish and other undesirable matter to a depth of four (4) inches.
- c. Very soft or unstable soils that are deemed unfit due to high humus content, high water content, low density, etc., shall be removed to a depth determined by CenterPoint Energy.
- d. All holes, ruts and depressions shall be filled with material approved by the CenterPoint Energy's Representative.
- e. The Contractor shall not use excavated material as fill material without specific authorization from the CenterPoint Energy's Representative.
- f. The Contractor shall exercise care when grading, to stay clear of power lines, structures, pipes, septic tanks, fences or any underground facilities installed prior to the road and/or paving construction.
- g. The Contractor shall reimburse CenterPoint Energy for the repair or replacement of any of the previously mentioned equipment he damages.

#### 12.6 SELECT FILL MATERIAL

- a. Select fill material shall conform to a CL (clay) or SM (sand) soil classification designated in ASTM D-2487 unless otherwise approved by the CenterPoint Energy's Representative.

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- b. Select fill material shall meet the following Atterberg limits:

Class A Fill Material

Liquid Limit 30-45  
Plasticity Index 7.5 – 15

Class B Fill Material

Maximum Liquid Limit 35  
Maximum Plasticity Index 20

12.7 SOIL STERILANTS

- a. When required, Krovar-1 and Dowpon soil sterilants shall be applied to the area to be paved at the rate of 30 lbs. of Krovar-1 and 30 lbs of Dowpon in 200 gallons of water per acre.
- b. The soil sterilants shall be applied by a state licensed applicator.
- c. The Contractor shall notify the CenterPoint Energy's Representative 48 hours prior to applying soil sterilants so that spraying operation may be inspected.
- d. Failure to abide by this shall be cause for the Contractor to re-spray the designated area at his expense.

12.8 CEMENT STABILIZED SOIL

- a. Soil that CENTERPOINT ENERGY requires to be stabilized with cement shall be done in accordance with THD Standards, Item 270.
- b. The entire area shall be stabilized to the depth shown on the CenterPoint Energy's paving drawings prior to the placement of the fill material.
- c. The amount of Portland cement will be specified by CenterPoint Energy as required by the soil conditions.
- d. The Contractor shall assume full responsibility for damage resulting from cement that has washed or blown off the subgrade.

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#### 12.9 LIME STABILIZED SOIL

- a. Soil that CenterPoint Energy requires to be stabilized with lime shall be done in accordance with THD Standards, Items 260 and 264.
- b. The lime shall be furnished and spread as dry lime.
- c. The road and yard areas shall be stabilized to the depth shown on the paving drawings upon completion of grubbing operations and prior to the placement of any select fill.
- d. The amount of lime stabilization will be specified by CenterPoint Energy as required by the soil conditions.
- e. Sprinkling may be employed to reduce dusting problems during spreading, but excessive wetting of the lime shall be avoided until mixing operations commence.
- f. The Contractor shall assume full responsibility for damages resulting from lime that has washed or blown off the subgrade.

#### 12.10 COMPACTION REQUIREMENTS

- a. All select fill material, stabilized soil, existing yard paving and excavated areas shall be compacted to 95% density as established by the Standard Proctor Density Test with moisture content within 2% optimum.
- b. The select fill material shall be compacted in lifts not to exceed eight (8) inches.
- c. The CenterPoint Energy's Representative shall approve the equipment the Contractor proposes to use for compaction of the fill material.
- d. CenterPoint Energy will check the in-place density using Nuclear Test Methods.

#### 12.11 FORMING

- a. The forms for the paving shall be constructed of Southern yellow pine treated with pentachlorophenol.
- b. The pentachlorophenol solution shall be in accordance with AWP A P8 and AWP A P9, and shall contain a minimum of 5% pentachlorophenol by weight as determined by AWP A A5.
- c. The preservative treatment shall be by the Empty-Cell Process in accordance with AWP A C1 and C2.

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- d. The lumber shall be treated to 0.40 pounds per cubic foot final net retention of pentachlorophenol by assay.
- e. The forms shall be installed in accordance with the plans and shall be true in both horizontal and vertical planes.
- f. The forms shall be of the size, shape and type indicated on the plans.
- g. Forms and stakes shall be of sound heartwood and shall be free of knots, clustered birdseye, checks, splits, and sapwood. Occasional sound or hollow birdseye when not in clusters will be permitted, provided the board is free from any other defects that will impair its usefulness as a form.
- h. Any forms damaged beyond repair due to the Contractor's negligence shall be replaced at his expense.

#### 12.12 CONCRETE PIPE

- a. All concrete pipe shall be constructed in accordance with ASTM C-14, Tongue and Groove.
- b. All reinforced concrete pipe shall be constructed to comply with ASTM C-76, Class IV, Wall B, Reinforced Concrete Pipe.

#### 12.13 GRASS SEEDING

- a. The substation site shall be seeded with hulled Bermuda at the rate of 110 pounds per acre. Gulf Coast Rye shall also be planted with the Bermuda when the ground is 70°F or below. When Bermuda and Gulf Coast Rye are planted together they shall be proportioned as follows:
 

Bermuda:	50 pounds per acre
Gulf Coast Rye:	100 pounds per acre
- b. Seeding shall not be performed when the wind velocity would be detrimental to the uniform distribution of the seed.
- c. The area to be seeded shall be lightly raked to provide a seed bed.
- d. The required seed mixture shall be sown uniformly in accordance with the Manufacturer's recommendations.
- e. After sowing, the area shall be evenly raked to provide cover for the seeds.
- f. The lawn area shall be watered in a manner so as not to cause surface erosion.

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## 12.14 AGGREGATES

- a. The aggregates for the base and sub-base shall consist of one or more of the following: shell, sand, gravel, limestone, or granite gravel.
- b. The aggregates when properly slaked and tested shall conform to the following size requirements:

AGGREGATE TYPE	U.S. STANDARD SIEVE SIZE	PERCENT RETAINED BY WEIGHT	MAX. LIQUID LIMIT	MAX. PLASTIC INDEX
Oyster Shell	2"	0-12%		
	7/8"	12-37%		
	No. 40	50-85%		
	No. 200	88-100%	35	12
Sand	No. 10	0-5%		
	No. 20	5-20%		
	No. 50	75-90%		
	No. 100	95-100%	--	--
Gravel	1 3/4" Screen	0-10%		
	No. 4	30-75%		
	No. 40 Mesh Sieve	70-85%	35	12
Shell and Sand	1 3/4 " Sieve	0-10%		
	No. 4 Sieve	40-65%		
	No. 40 Sieve	50-75%	35	12
Limestone	1 3/4" Sieve	0		
	3/4" Sieve	15-45%		
	No. 4 Sieve	45-75%		
	No. 40 Sieve	60-85%	40	12
Granite Gravel	3/8" to 3/4" Sieve	10-15%		
	No. 4	15-25%		
	No. 8	40-55%		
	No. 16	55-70%		
	No. 40	65-90%	32	14

- c. Local material suppliers shall be approved by CenterPoint Energy.
- d. The aggregate shall be free from excess salt, alkali, vegetable matter, clay or otherwise objectionable matter.

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- e. At the discretion of CenterPoint Energy, the following THD test methods will be utilized to verify compliance with these specifications:

1. Tex-101-E, Preparation of Soil & Flexible Base material for Testing
2. Tex-104-E, Liquid Limit
3. Tex-106-E, Plastic Index
4. Tex-110-E, Sieve Analysis

#### 12.15 CEMENT

- a. Cement shall be Type 1 of a standard brand of Portland cement and shall conform to the requirements of ASTM C-150.

#### 12.16 GROUND BOXES

- a. Ground boxes will be set by CenterPoint Energy before final grading. The Contractor shall set the ground boxes to finish grade.
- b. The Contractor shall set ground boxes to grade over base line monuments.

#### 12.17 STABILIZED BASE COURSES

- a. The approximate combination of aggregates stabilized with Portland cement or flue dust may be provided for the base or subbase in accordance with the following percent mixtures:

<u>Cement-Dual Base</u>		<u>Cement-Tri-Base</u>		<u>Flue Dust-Dual Base</u>	
Oyster Shell	60%	Oyster Shell	30-55%	Oyster Shell	60%
Sand	33%	Gravel	18-35%	Sand	33%
Cement	7%	Sand	35-45%	Flue Dust	7%
		Cement	1.17-7%		

- b. The percent of Portland cement in the Cement-Dual Base and the percent of flue dust in the Flue Dust-Dual Base shall be to the exact proportion given above.
- c. The percent of Portland cement in the Cement-Tri-Base will range from 1.17-7%, with the actual proportion given in the CenterPoint Energy purchase order.
- d. The Portland cement or flue dust stabilized base courses shall not be mixed or placed when the air temperature is 40°F (or below) and falling.

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#### 12.18 MIXING

- a. The cement, aggregate and water shall be thoroughly mixed in a pugmill type mixer approved by CenterPoint Energy.
- b. The plant shall be equipped with feeding and metering devices which will add the aggregate, cement or flue dust and water into the mixer in the specified quantities.
- c. The moisture content of the mixture shall be maintained between optimum moisture and two percentage points above optimum moisture to protect against dehydration during shipment.
- d. The optimum moisture content and desirable density shall be determined by the Texas Highway Department test Method Tex-114-E, latest revision, and checked in the field by the Nuclear Method.

#### 12.19 CONSTRUCTION METHODS

- a. The Contractor shall apply the base in lifts of not more than 6" or less than 3".
- b. After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction with succeeding layers placed similarly until the course is completed. The material shall be tamped with floats and/or rolled with a roller weighing not less than three (3) tons.
- c. All areas and "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well-graded material, then be sprinkled as required and rolled until a uniform compaction is secured.
- d. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and recompacting.
- e. When the uncompacted stabilized base mixture is wetted by rain so that at the time of final compaction the average moisture content exceeds the range specified in the test, the entire section shall be removed or additional stabilizer shall be added at the Contractor's expense.
- f. The stabilized base shall be compacted to a density of not less than 95 percent of compaction ratio density as established by the Standard Proctor Density Test. After completion of compaction, the surface that forms the ramp shall be thoroughly wetted and slush rolled to work sufficient mortar to the surface to provide a broom finish for the ramp.

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- g. Prior to each day's construction, a straight joint shall be formed by cutting back into the entire depth of completed work to form a true vertical face free of loose and shattered material.
- h. The stabilized base shall be protected against rapid drying for a period not less than three days.
- j. After the final course of the stabilized base is compacted, the surface shall be finished to grade and section by blading and shall be sealed with approved pneumatic tire or flat wheel rollers.
- k. The finished shape of the course shall be smooth and conform to the typical sections shown on plans, and to the established lines and grades. The surface shall be finished to a tolerance of 1/2 inch in ten (10) feet under a straight edge.
- l. Not more than two (20) hours shall elapse between the start of mixing and the time of starting the compaction of the stabilized base on the prepared subgrade.
- m. The compaction shall be completed within six (6) hours of the time water is added to the mixture.
- n. The CenterPoint Energy's Representative may at his/her option reject any stabilized material that is not in accordance with this specification.
- o. The Contractor shall erect and maintain sufficient barricades to prevent traffic on the newly paved area(s) for a period of 72 hours.

#### 12.20 GRADING

- a. The Contractor shall surface grade the entire substation property including drainage facilities to provide a smooth finish and good drainage.
- b. In the event the paving installation is performed in two phases, the Contractor shall surface grade the substation area after each phase.
- c. When grading, it shall be the Contractor's responsibility to stay clear of power lines and structures. When pipes, septic tanks, or any other underground facilities have been installed prior to road and paving construction, care shall be taken to avoid damage during construction. If these structures are damaged due to the Contractor's negligence, they shall be replaced at his expense.

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#### 12.30 JOB COMPLETION

- a. The Contractor shall remove all debris, scrap material, broken asphalt or concrete and any other objectionable material.
- b. Private property that was damaged during construction shall be repaired, replaced or otherwise corrected at the Contractor's expense.
- c. The unpaved areas shall be sufficiently smooth to allow machine mowing and drainage of all areas.
- d. All clean-up work and surface grading shall be complete before the final inspection by the CenterPoint Energy's Representative.

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## EXHIBIT "C"

### ENVIRONMENTAL PROTECTION REQUIREMENTS

#### GENERAL

- 1.0 Grantee shall comply with all applicable environmental laws, rules, regulations, codes and standards of all federal, state, local and other authorities having jurisdiction.
- 2.0 Grantee shall secure and pay for all necessary environmental permits, governmental fees and licenses. Copies of all permits and licenses shall be provided to Grantor.
- 3.0 Grantee shall not conduct any activities which might adversely affect Grantor's compliance with all applicable laws, rules, regulations, permits or other instruments of environmental compliance.
- 4.0 Grantee shall support all routine audits of its facilities by Grantor's personnel necessary to verify environmental compliance. Grantee shall take immediate corrective action for any finding from such audits. If corrective action is not taken within thirty (30) days, Grantor may take any necessary actions to correct the audit finding. Any costs incurred to correct the audit findings will be paid by Grantee.

#### ENVIRONMENTAL PROTECTION

- 5.0 Grantee shall, at their expense, furnish all necessary facilities and take all necessary measures to prevent contamination of the environment resulting from its activities, including but not limited to the following:
  - 5.1 Dust Control – Grantee shall control dust on all excavations, haul roads, access roads, borrow areas, and all other work areas in accordance with applicable laws, rules, regulations and permits.
  - 5.2 Water Pollution – Grantee shall provide best available technology to facilities to prevent the introduction of any substances into any water body or the ground water system that may be deleterious to fish, wildlife, or human health.
  - 5.3 Oil and Chemical Spill Release Control and Clean Up – Grantee shall notify Grantor of any oil or chemical releases which exceed regulatory mandated reportable quantities. Grantee shall clean-up all oil or chemical releases in accordance with applicable laws, rules, regulations and permits to the satisfaction of Grantor.
  - 5.4 Air Pollution – Grantee shall not discharge into the atmosphere, from any source whatever, smoke, dust or other contaminants in violation of the applicable laws, rules, regulations and permits.

- 5.5 Sanitary Waste – Grantee shall dispose of all sanitary waste and sludges in accordance with applicable laws, rules, regulations and permits.
  - 5.6 Solid Waste – Grantee shall be responsible for the management and disposal of solid wastes in accordance with Texas Commission on Environmental Quality and U.S. Environmental Protection Agency Solid Waste Regulations. Disposal of wastes on Grantor's property is not permitted.
  - 5.7 Underground Storage Tanks – Installation of Underground Storage Tanks on Grantor's property is not permitted.
  - 5.8 Site Remediation – Prior to vacating the site, Grantee shall perform any environmental assessments required by Grantor to document that no contamination of soils, groundwaters, or surface water exists. Grantee shall perform any remedial activities required by Grantor to correct the identified environmental problems.
  - 5.9 Groundwater/Soil Contamination – Grantee shall be responsible for remediation of any contamination of the groundwater and/or soil resulting from Grantee's activities. If the groundwater and/or soils become contaminated, Grantee shall perform any remedial activities required by Grantor and the applicable laws, rules and regulations.
- 6.0 Where the Grantee does not take the necessary corrective actions, as required above, Grantor shall perform all necessary corrective actions. Any costs associated with these actions shall be charged to and paid by Grantee.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-204197

Date Filed:  
05/08/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy Houston Electric, LLC  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

L2532

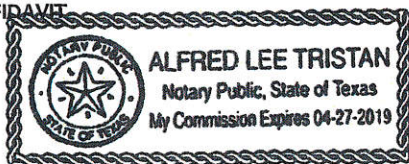
Monitoring Well License Agreement on CEHE property

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Mark L. Kouwe*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark L. Kouwe, this the 8<sup>th</sup> day of May, 2017, to certify which, witness my hand and seal of office.

*Alfred Lee Tristan*  
Signature of officer administering oath

Alfred Lee Tristan  
Printed name of officer administering oath

Right of Way Agent  
Title of officer administering oath