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**FORT BEND COUNTY    FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: May 19, 2010

Submitted By: Laura Dougherty  
Department: Facilities Management & Planning  
Phone Number: 281-633-7017

Court Agenda Date: May 25, 2010

**SUMMARY OF ITEM:** Deliberate and take all appropriate action on the Addendum to the Terms and Conditions to Underground Electric Service with CenterPoint Houston Electric, LLC for the Justice Center

RENEWAL AGREEMENT/APPOINTMENT                      YES ☐                      NO ☐  
REVIEWED BY COUNTY ATTORNEY'S OFFICE:        YES ☒                      NO ☐

List Supporting Documents Attached: Addendum/Terms and Conditions

**FINANCIAL SUMMARY:**

BUDGETED ITEM:    YES    ☐                      NO    ☐

FUNDNG SOURCE: Accounting Unit:    Account Number:  
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Justice Center

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

6-3-10    3 origs ret. to Laura  
at Facilities

Special Handling Requested (specify):

**ADDENDUM TO "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"**

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the "Company") and **Fort Bend County** ("Customer"). The Company and Customer are referred to in this Addendum individually as a "Party" and collectively as the "Parties."

Customer is the owner and operator of **Fort Bend County Justice Center**. ("Property"). ("Facilities") shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **Williams Way Blvd. and Legion Dr.**

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the "Agreement") under which underground electric service will be provided to the Facility. "Effective Date" means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a "merger clause" will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity.

(a) Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer's obligations will be null and void and will have no force or

MAY 05 2010

effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below).

(b) Terms and conditions in the Agreement relating to limitations of the type described in Section 2(a) will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. THIRD PARTY INDEMNIFICATION.

**FORT BEND COUNTY** SHALL ENSURE (WHETHER THROUGH CONTRACT, CONTRACT AMENDMENT, OR OTHERWISE) THAT ITS CONTRACTORS, SUPPLIERS AND SUBCONTRACTORS (OF ANY TIER) AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD CENTERPOINT ENERGY, ITS CORPORATE AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER ARISING IN FAVOR OF **FORT BEND COUNTY** OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, PERSONNEL FURNISHED BY CONTRACTOR OR ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER) ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY, IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED HEREUNDER OR OCCURRING, INCIDENT TO, ARISING OUT OF OR IN

CONNECTION WITH THE PRESENCE OF FORT BEND COUNTY PERSONNEL, AGENTS, SUPPLIERS AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL) ON THE PREMISES, ALL REGARDLESS OF WHETHER SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT, BUT NOT THE SOLE NEGLIGENCE OR FAULT, OF CENTERPOINT ENERGY, ITS CORPORATE AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 6 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 7 must be signed by an officer or other representative of that Party authorized to do so.

**In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.**

*[The remainder of this page has been intentionally left blank.]*

The Parties are signing this Addendum as of the Effective Date.

**COMPANY:**

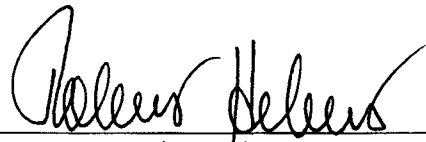
CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC

By:   
Name: Mark E. Mitchell  
Title: Engineering Manager

**CUSTOMER:**

**Fort Bend County**

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By:   
Name: Robert Hebert  
Title: County Judge  
5-25-2010

**TERMS & CONDITIONS  
UNDERGROUND ELECTRIC SERVICE**

**FOR**

**FORT BEND COUNTY  
JUSTICE CENTER  
WILLIAMS WAY BLVD. & LEGION DR.**

Job #50614631  
Revision #1

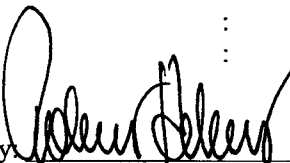
**CenterPoint Energy (CNP)  
Major Underground Department  
P. O. Box 1700; Houston, Texas 77251-1700**

**REFERENCE FORT BEND COUNTY DRAWINGS:**

Site Plan	Drawing #: <u>E1.00</u>	Dated: <u>December 8, 2008</u>
Utility Plan	Drawing #: <u>N/A</u>	Dated: <u>N/A</u>
Electrical One-Line	Drawing #: <u>E4.01</u>	Dated: <u>December 8, 2008</u>
Load Analysis	Drawing #: <u>E4.01</u>	Dated: <u>December 8, 2008</u>

**REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:**

Service Standards	:	February 16, 2009
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By:  County Judge 5.25.2010  
Signature Title Date

Robert Hebert  
Print Name

If this Terms & Conditions package is signed by anyone other than an official from FORT BEND COUNTY, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms & Conditions package.

**CenterPoint Energy  
Houston, Texas**

WRITTEN	AAO	05/15/09
CHECKED	RJG	05/15/09
APPROVED	RJG	05/15/09

**SHEET 1 OF 14 SHEETS**

1	04/29/10	Name Change	AAO	RJG	MEM
NO.	DATE	ITEMS REVISED	BY	CH	APP

**GENERAL**

- A. These Terms and Conditions are for a service arrangement for Fort Bend County. Fort Bend County and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from (2) 1500 kVA, 34.5 kV – 480Y/277 V, three phase, four wire, pad mounted transformers.
- C. The CNP Major Underground Department (MUD) Engineering representative is Akin Oyekenu at 713-207-6152 or Adewemimo.Oyekenu@CenterPointEnergy.com.

The CNP Service Area Consultant is William Wilcox Jr. at 281-341-4979.

- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.

Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have the MUD's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.

- G. Contact the MUD Engineering representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- H. Hard copy submittals may be mailed to the MUD Engineering representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUD Engineering representative. The MUD Engineering representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from the MUD. CNP shall not be responsible for any installed item that has not received MUD approval.

**SERVICE CONNECTION**

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 14-750 MCM cables per phase. The Customer shall advise the MUD Engineering representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUD Engineering representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUD Engineering representative for approval prior to fabrication.
- E. The initial available short circuit current is 33,914 amperes symmetrical, with an X/R ratio of 8.7.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUD Engineering representative.



## **ACCESS**

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment to the proposed pad mounted equipment location. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. The MUD has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

## **EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER**

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

## **HARMONIC DISTORTION**

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

## METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUD Engineering representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUD Engineering representative for approval.

## FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by calling the number listed below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To insure that inspection requests can be fulfilled, they should be made twenty-four (24) hours in advance (Mon. - Fri.; between 9:00 a.m. and 3:00 p.m., holidays excluded) to the Major Underground Department at (713) 207-6229. Job #50614631 must be provided as the inspection identification number.

## DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUD Engineering representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

### **DUCTBANK INSTALLATION (continued)**

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

### **CLEARANCES**

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUD Engineering representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUD Engineering representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

## **FINAL INSPECTION**

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUD representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

## **EASEMENT INSTRUMENT**

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUD Engineering representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

## **INDEMNIFICATION AND LIABILITY LIMITS**

**Refer to Addendum to "TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE"  
(attached)**



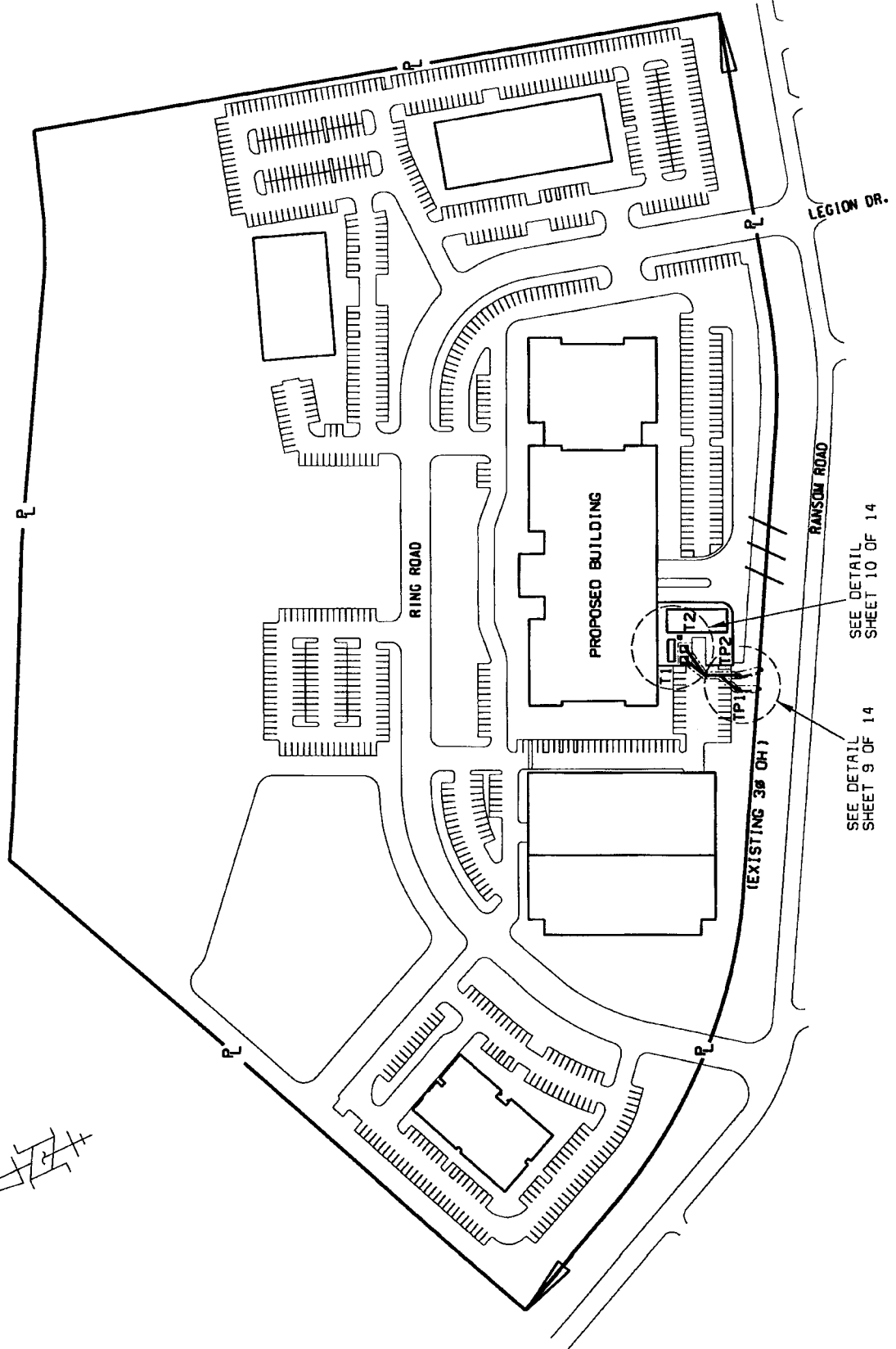
SHEET 8 OF 14  
JOB # 50614631  
REVISION #1

# GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4449	D2	605H		N. T. S.	CRB41	50616156

CENTERPOINT ENERGY (CNP) TO UTILIZE  
THE CUSTOMER'S PARKING AND DRIVEWAY  
FACILITIES FOR EQUIPMENT ACCESS

FORT BEND COUNTY (CUSTOMER)  
AND/OR ITS CONTRACTOR IS TO  
REQUEST A PRECONSTRUCTION MEETING  
PRIOR TO STARTING CONSTRUCTION BY  
CALLING (713) 207-6229





# DETAIL SKETCH

SHEET 9 OF 14  
JOB # 50614631  
REVISION #1

LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO.

4449

D2

605H

N.T.S.

CRB41

50616156

4-6" CONCRETE ENCASED PVC CONDUITS  
2-6" CONDUITS FROM TP1 TO T1 (95'±)  
2-6" CONDUITS FROM TP2 TO T2 (85'±)  
BY THE CUSTOMER PER SPEC DLFS2C

A 10' EASEMENT CENTERED ON  
THE CONDUITS TO BE ACQUIRED

CURB

CURB

WALL

WALL

CONCRETE PEDESTAL  
AND CONDUITS BY  
THE CUSTOMER  
PER SPEC 65-500

4 REMOVABLE  
PROTECTIVE BARRIERS  
BY THE CUSTOMER  
PER SPEC 80-950

CONCRETE PEDESTAL AND  
CONDUITS BY THE CUSTOMER  
PER SPEC 65-500

CNP TO INSTALL  
TERMINAL POLE

(PROPOSED 3Ø OH)

30'±

A 10' GROUND AND 30' AERIAL  
EASEMENT CENTERED ON THE  
OVERHEAD LINE TO BE ACQUIRED

(PROPOSED 3Ø OH)

30'±

(EXISTING 3Ø OH)

30'±

CNP TO  
INSTALL POLE

EXISTING  
CNP POLE



# DETAIL SKETCH

SHEET 10 OF 14  
JOB # 50614631  
REVISION #1

LAMBERT SECTION KEY MAP FUNCTIONAL LOCATION SCALE CIRCUIT ORDER NO.

4449

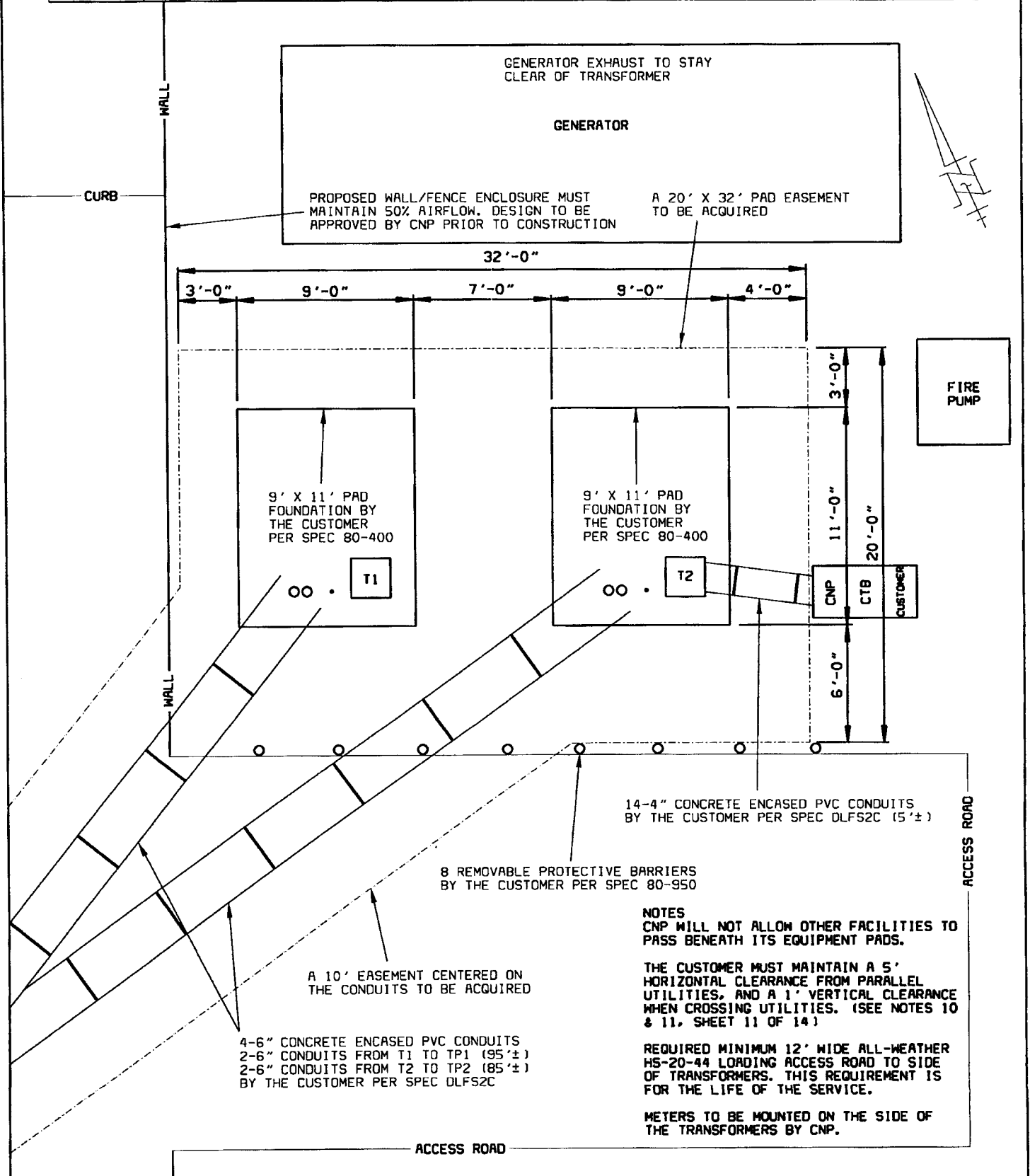
D2

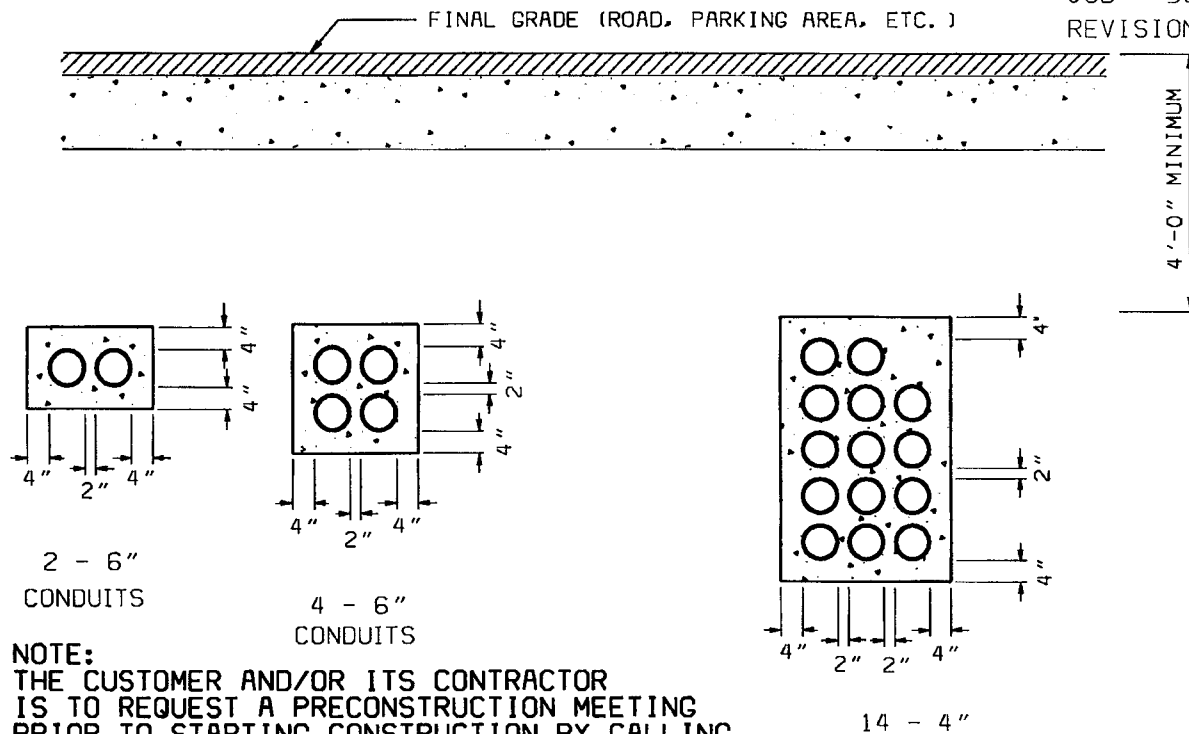
605H

N. T. S.

CRB41

50616156





**NOTE:**  
THE CUSTOMER AND/OR ITS CONTRACTOR  
IS TO REQUEST A PRECONSTRUCTION MEETING  
PRIOR TO STARTING CONSTRUCTION BY CALLING  
(713) 207-6229.

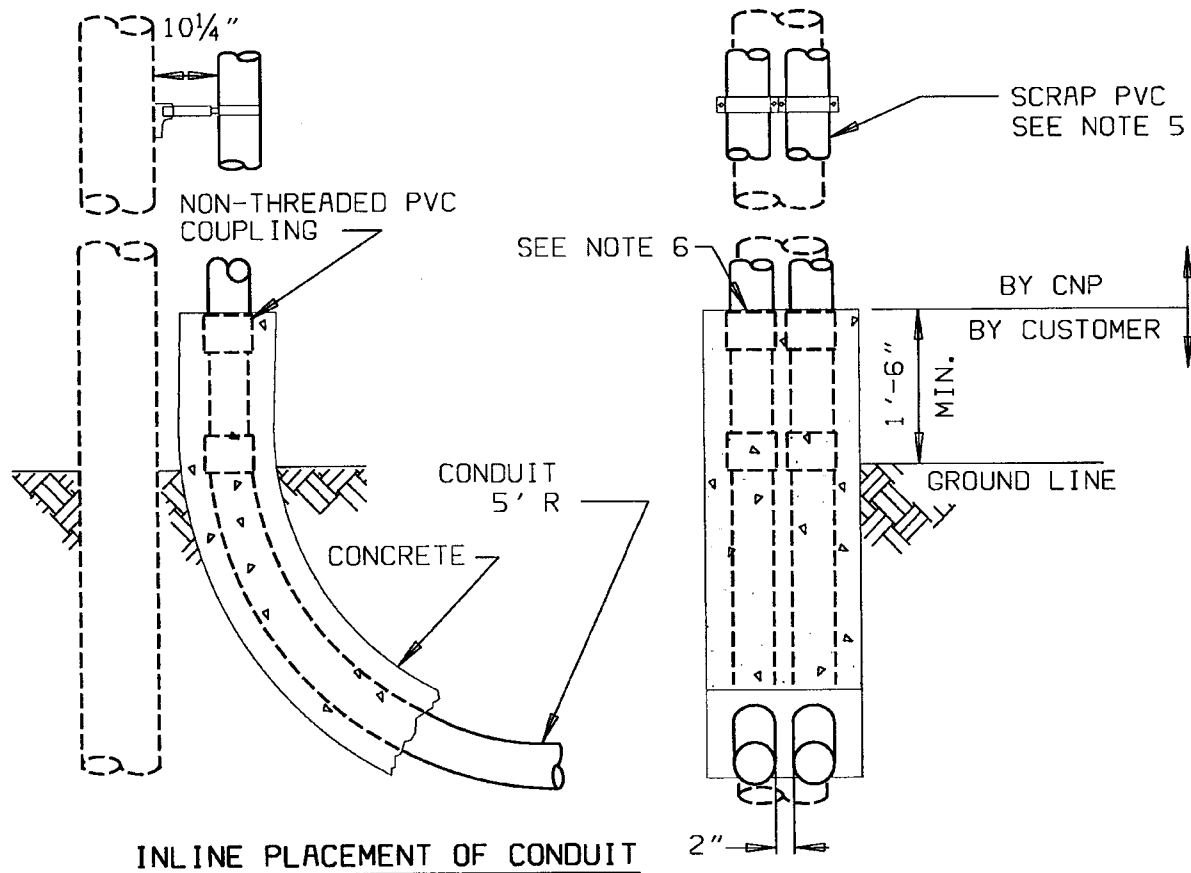
#### NOTES:

1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK  
FEEDER

BASED ON DISTRIBUTION STANDARD DLFS2C





NOTES:

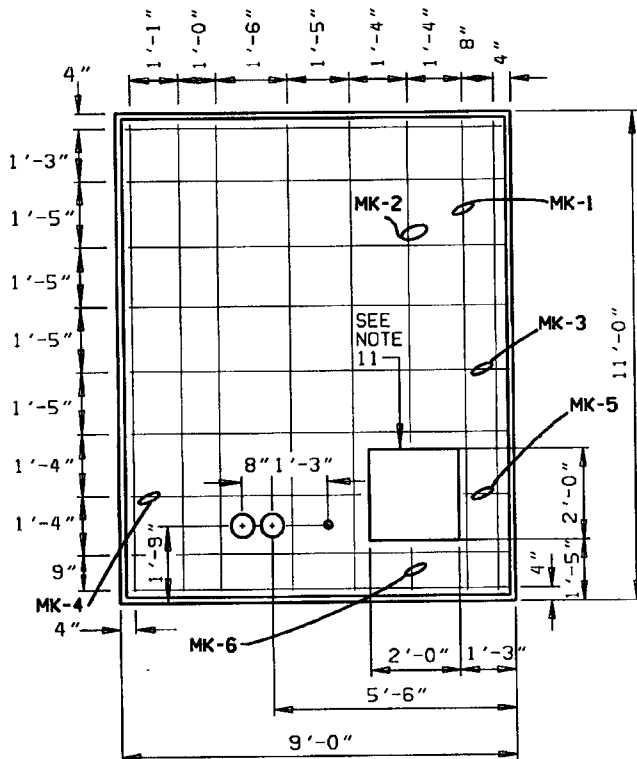
1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE**, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

TYPICAL

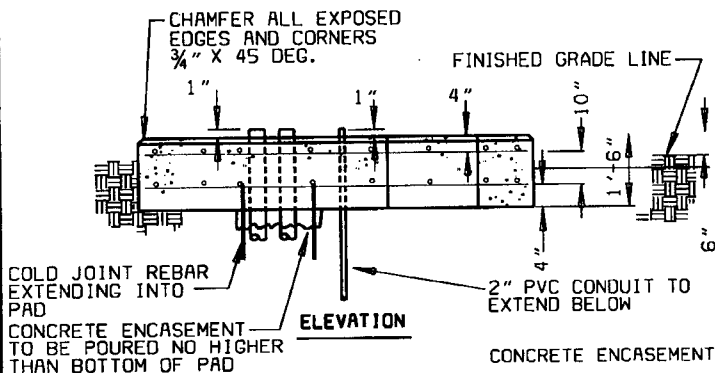
TERMINAL POLE CONDUIT  
 PLACEMENT 12KV & 35 KV  
 BASED ON DISTRIBUTION STANDARD 65-500

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE E8 OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT



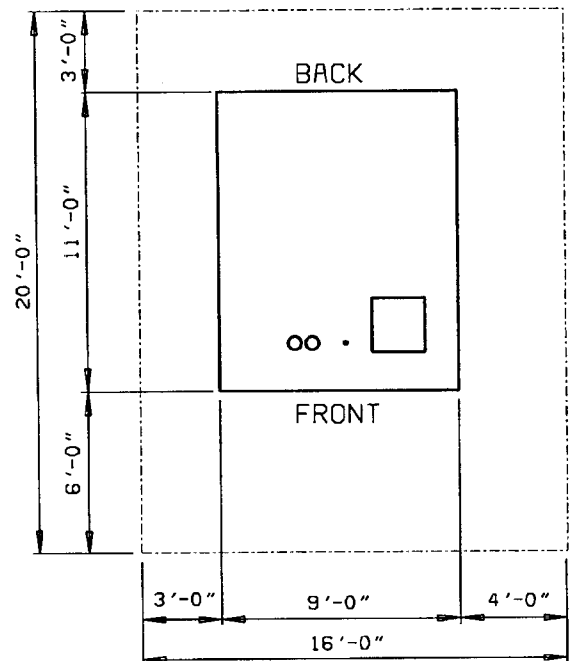
PLAN



ELEVATION

## NOTES:

1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
10. SLOPE PAD 1" FRONT TO BACK.
11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
13. THE SECONDARY OPENING IS TO BE BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.



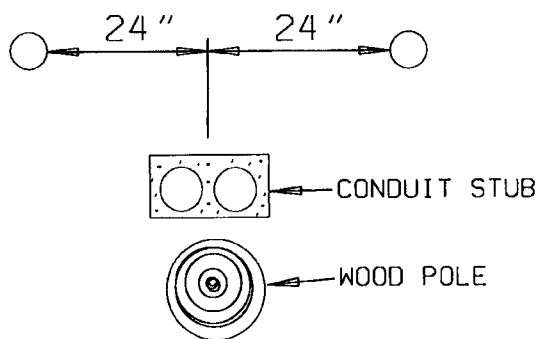
## MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT  
WEIGHT 43,000 LBS  
MAXIMUM

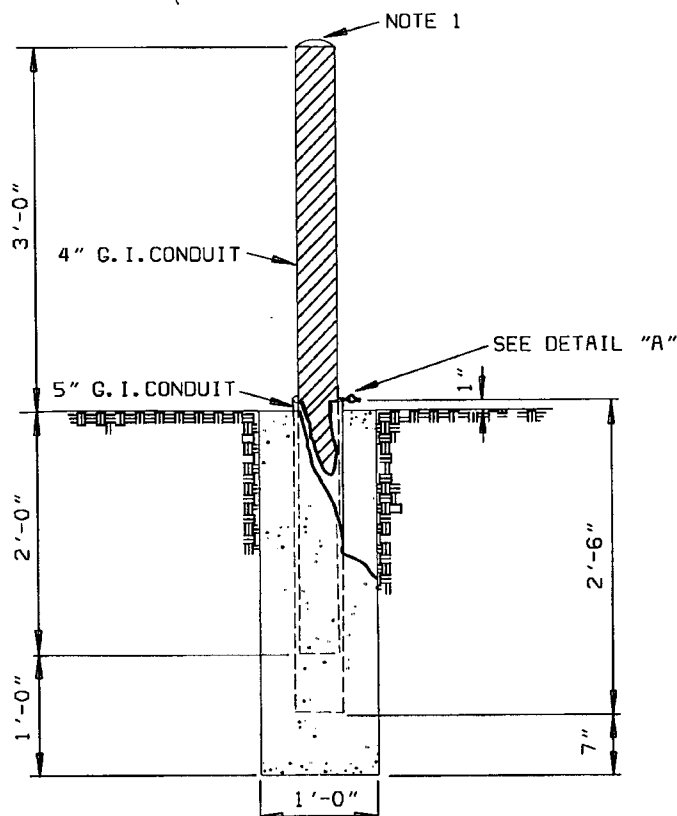
TYPICAL

500-5000 KVA PMT  
FOUNDATION, 12KV & 35KV

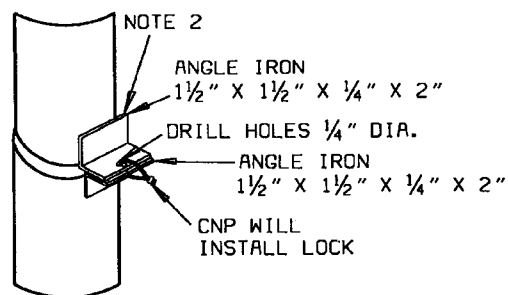
BASED ON DISTRIBUTION STANDARD 80-400



## TERMINAL POLE PROTECTIVE BARRIER PLACEMENT



**PROTECTIVE BARRIER**  
(REMOVABLE)



**DETAIL "A"**

### NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

TYPICAL

**PROTECTIVE BARRIER**  
(REMOVABLE)

BASED ON DISTRIBUTION STANDARD 80-950