




FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD
CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 15
SH 99: At W. Airport
PROJECT NO. 126-1002

- 1) **CONTRACTOR:** Main Lane Industries, LTD
- 2) **CHANGE ORDER WORK STATION LIMITS:**
 STA 1078+88 (Electrical Service Pole S2)
- 3) **DESCRIPTION OF CHANGE:**
 Reimbursement to CenterPoint for new power pole to install transformer to provide electrical service for lighting along the northbound entrance ramp.
- 4) **NEW OR REVISED PLAN SHEET(S) / SKETCHES ARE ATTACHED AND NUMBERED:**
 N/A

Type text here

| | | | | | |
|---|--|-------------------------------------|--|---|--|
| CONTRACTOR: Main Lane Industries, LTD | | 6/19/2023 | | RECOMMENDED FOR EXECUTION: | |
|  | | DATE | |  | |
| By _____ | | _____ | | 6-21-2023 | |
| Printed Name <u>Lee Hergenrather</u> | | _____ | | CONSTRUCTION MANAGER DATE | |
| Printed Title <u>Project Manager</u> | | _____ | | FBGPTRA REPRESENTATIVE DATE | |
| Time Ext #: <u>N/A</u> | | Days added on this C.O.: <u>N/A</u> | | Recommended | |
| Amount added by this change order: \$4,214.70 | | _____ | |  | |
| _____ | | _____ | | 27-Jun-2023 | |
| _____ | | _____ | | FBGPTRA REPRESENTATIVE DATE | |
| _____ | | _____ | | Approved | |

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD
CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 14
SH 99: AT W. AIRPORT
PROJECT NO. 126-1002

| Item | Code | New Item | Description | Unit | Quantity Adjustment by This Change Order | Unit Price | Amount Adjustment by This Change Order |
|------|------|----------|---------------------|---|--|------------|--|
| 9000 | 9002 | ✓ | INSTALL TIMBER POLE | EA | 1.00 | \$4,214.70 | \$4,214.70 |
| | | | | | | | |
| | | | | AMOUNT ADDED BY THIS CHANGE ORDER= | | | \$4,214.70 |



SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

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| | |
|---|---------------|
| CUSTOMER | DAY PHONE |
| SERVICE ADDRESS 9505 1/2 W Grand Pkwy S Richmond, TX 77407 | EVENING PHONE |
| MAILING ADDRESS | PAGER |
| ELECTRICIAN | CELL PHONE |

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, _____ to discuss the requirements needed to provide you electric service. DATE

| | |
|--|---|
| <ul style="list-style-type: none"> CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The following steps must be complete prior to construction: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pay any up-front contributions for non-standard service \$ 4,014.00 _____ <input type="checkbox"/> Clear trees along extension route <input type="checkbox"/> Easement charges \$ _____ <input type="checkbox"/> Easement execution | <p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies <input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates <input type="checkbox"/> One Line Diagram <input checked="" type="checkbox"/> Load Analysis <input type="checkbox"/> Easements Required-Recorded Warranty Deed Required <input type="checkbox"/> Specifications on Modular Metering Enclosure. |
|--|---|

The following steps must be completed prior to meter installation:

YES NO

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Installation of meter pole or weather head (as located on sketch) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX(1-866-797-4839) |

Want to start gas service? Go to move.centerpointenergy.com/move or call 800-752-8036
To learn more about energy efficiency programs, please visit centerpointefficiency.com

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).* **In addition, as a condition to this service, you agree to comply with all of CenterPoint Energy standards, the National Electrical Code, the National Safety Code, all Occupational Safety and (OSHA) requirements, the International Building code and all local governing body codes.**

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely,

Service Consultant

DocuSigned by:
Bertha Silva
AAFGGA-F0890428...

| | |
|--|--------------------------------|
| SERVICE CONSULTANT Bertha M. Silva | PHONE NUMBER (281) 341-4908 |
| ADDRESS 4011 Avenue H Rosenberg, TX 77471 | |
| E-MAIL ADDRESS bertha.silva@centerpointenergy.com | |

| | |
|--|------|
| CUSTOMER'S SIGNATURE | |
| CUSTOMER'S PRINTED NAME Phillip Smith | DATE |

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Will Customer have Back-up Generation? |
| <input type="checkbox"/> | <input type="checkbox"/> | Will Customer have Motor Greater than 250 HP? |

APPLICABLE FORMS

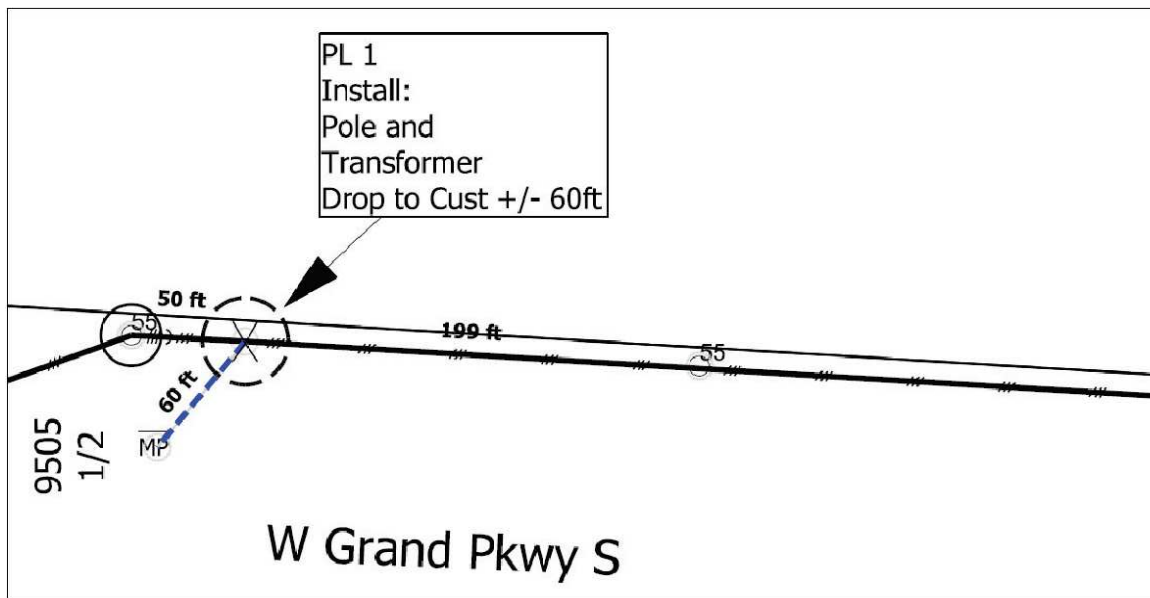
- ☐ Power Quality
- ☐ Primary Meter
- ☐ Motor Start
- ☐ Emergency Generation
- ☐ Distributed Generation
- ☐ Major UG Checklist



| | | |
|--|---|---|
| <p align="center">GENERAL SERVICE</p> <p> <input type="checkbox"/> 1Ø 3W 120/208 <input type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service? <input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run? <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input checked="" type="checkbox"/> Other: (Explain) <u>single phase 240/480v</u> </p> | | <p align="center">SERVICE TYPE</p> <p> _____ FT² <input checked="" type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø <u>10</u> +3 Ø _____ = <u>50</u> Total KVA Fault Current: Initial <u>10,700</u> Ultimate <u>86,000</u> Amperes RMS Symmetrical at <u>480v</u> Volts </p> |
| <p align="center">CT CAN TYPE</p> <p> <input type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job </p> | <p align="center">CONDUITS ON POLE</p> <p> Size of Conduit _____ No. of Conduits _____ </p> | <p align="center">For Information Regarding:</p> <p align="center"> CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicestandards or For Gas service call (713) 659-2111 </p> |

COMMENTS OR NOTES

Install pole and transformer to service highway lights, drop to customer meter pole +/- 60ft.
 All metering facilities must meet current CenterPoint Energy Service Standards.

ILLUSTRATION**LEGEND**

- X Proposed Pole
- O Existing Pole
- Meter Pole
- Proposed Wire



TEXAS LAW AN ACT TEXAS HEALTH AND SAFETY CODE TITLE 9

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

(1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.

(2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

(1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;

(2) an employee of a transportation system working on the system's electrical circuits;

(3) an employee of a communication utility;

(4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;

(5) an employee of an industrial plant who works on the plant's electrical system; or

(6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

(1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or

(2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

(1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;

(2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or

(3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

(1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);

(2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and

(3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads: "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

(1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and

(2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989

Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
9505 1/2 W Grand Pkwy S Richmond, TX 77407

The Company agrees to accept payment of \$4,014.00 _____ Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: In aid of construction.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

Chapter 6: Company Specific Items

Sheet No. 6.24
Page 2 of 2

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area


CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By  _____
Bertha M. Silva
(name printed or typed)

Title Senior Service Consultant
Date 05/23/2023

Retail Customer
By _____
Phillip Smith
(name printed or typed)

Title _____
Date _____



Rut Letter Agreement

Date: 5/23/2023

Fort Bend Service Center
 4011 Avenue H
 Rosenberg, TX: 77471

Dear CenterPoint Energy Customer:

Providing electrical service to your address in a timely manner is important to me and to our company. CenterPoint Energy Houston Electric, LLC (CenterPoint Energy) construction crews and/or our contractors will be doing construction on your property at your request, as per the Service Outlet Location. While doing this construction, it may be necessary for large machinery, equipment and/or vehicles to enter the Property at the location designated below. Although this equipment is often heavy, CenterPoint Energy will make every effort to minimize ruts or damage to the Property. Unfortunately, the current condition of the Property makes it likely that ruts or damage will occur. CenterPoint Energy would normally defer construction until the Property is in a condition to properly support its vehicles and equipment and would not proceed with construction under the current conditions without being fully released and indemnified should damage to the Property occur.

By electing below to proceed with construction under conditions that may cause ruts or damage to the Property, the Customer signing below agrees to **release, protect, indemnify, and hold CenterPoint Energy, its affiliates, officers, employees and contractors free and harmless from and against any and all claims, demands, causes of actions, suits, damages to property or other litigation (including all costs thereof and attorney's fees) (the Damages) of any kind and character arising in favor of any person(s), where such Damages are caused by or arise out of the construction activities of CenterPoint Energy employees or contractors upon the Property, and even where the damages are alleged to be caused by the negligence of CenterPoint Energy or its contractors.**

➤ **Please indicate your preference by initialing one of the following choices:**

_____ CenterPoint Energy can proceed with the construction under current conditions that may cause ruts or damage to the Property.

_____ CenterPoint Energy may delay construction until the Property is in a condition to properly support its vehicles and/or the equipment necessary for construction.

Please return this form to me at your earliest convenience at the above address or fax to (281) 341-4991, or feel free to call me at (281) 341-4908 with any questions you might have.

Sincerely,

Bertha Silva

Bertha M. Silva

Senior Service Consultant
 Fort Bend Service Center

Customer*: _____ Date: _____

Phillip Smith

Print Name: _____ Title: _____

Construction Address (the Property): _____ 9505 ½ W Grand Pkwy S Richmond, TX 77407

***If the person signing this Agreement is not the Owner of the Property, that Person must be authorized by the Owner to sign the Agreement.**



Please make check payable to:
CenterPoint Energy

Attn: Fort Bend PAC

Mailing Address: **P. O. Box 231**
Rosenberg, Tx 77471

For deliveries: **4011 Avenue H Rosenberg, Tx 77471**

INVOICE

Customer Info:

5/25/23

| | | | | | |
|----------------------------|--|---------------|--------------|-------------|-------|
| Name: | Phillip Smith | | | | |
| Address: | 9505 1/2 W Grand Pkwy S | | | | |
| City: | Richmond | State: | Texas | Zip: | 77407 |
| Phone: | 281-795-1213 | | | | |
| Email: | phillip.smith@centerpointenergy.com | | | | |
| CNP Representative: | Bertha Silva | | 281-341-4908 | | |

| Description | | W/O # | Total |
|-------------|------------------------|-----------|-------------------|
| 1 | In aid of Construction | 107802912 | \$ 4,014.00 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| | | | \$4,014.00 |

PLEASE MAIL PAYMENT TO THE ABOVE ADDRESS.
Processing of check may be delayed without the return of this invoice.

Make all checks payable to: *CenterPoint Energy*

Please send a copy of this invoice along with the check. Charges good for 1 year from date of invoice.

Payment is required prior to release of construction work order

If you have any questions concerning this invoice, please contact your CNP Representative at number above.

Thank you for using CenterPoint Energy