

**FIRST AMENDMENT TO AGREEMENT FOR  
UTILITY ADJUSTMENTS**

<p><b>THE STATE OF TEXAS §</b>  <b>  §</b>  <b>COUNTY OF HARRIS §</b></p>	<p><b>HARRIS COUNTY FLOOD CONTROL DISTRICT</b>   <b>PROJECT ID B512-02-00-E001</b></p>
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THIS FIRST AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "DISTRICT" or "HCFCD", and **CenterPoint Energy Houston Electric, LLC**, hereinafter called "OWNER."

RECITALS:

The DISTRICT and OWNER previously entered into an Agreement for Utility Adjustments ("the Agreement"), dated October 10, 2023, to adjust, relocate and/or remove OWNER'S facilities to accommodate proposed improvements to HCFCD Unit B512-02-00.

The OWNER requires additional costs associated with utility adjustments to accommodate proposed improvements.

The DISTRICT and the OWNER now desire to replace Exhibit "B" Approval of Cost Estimate, with Revised Exhibit "B" Approval of Cost Estimate.

The DISTRICT and the OWNER now desire to replace Exhibit "C" Owner's Estimate of Cost with Revised Exhibit "C" Owner's Estimate of Cost.

The DISTRICT and the OWNER now desire to increase the Owner's Estimate of Cost, by \$28,555.00, to \$52,945.00.

NOW, THEREFORE, the DISTRICT and the OWNER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**The Section of the Agreement reading:**

Prior to beginning the Work, the OWNER will notify the DISTRICT should the proposed cost of the Work exceed the Owners Estimate of Cost in Exhibit "C". The DISTRICT can either terminate this Agreement and the OWNER will return the unused funds for the Work or the DISTRICT can seek authorization from the Harris County Commissioners Court to pay the additional amount. Any reimbursement due under this Agreement will be based on OWNER's Estimate of Cost as shown in Exhibit "C" for Work executed in a commercially reasonable manner and in accordance with the approved plans. Completion in accordance with the approved plans must be certified in writing and signed by OWNER, or an as built drawing be provided clearly noting any deviations from the approved design which is signed by the OWNER. Reimbursement will be forthcoming within sixty (60) days after the DISTRICT receives said completion certification documents and approves a final billing itemized in accordance with the County Auditor's guidelines, attached hereto.

**is hereby amended to read:**

Prior to beginning the Work, the OWNER will notify the DISTRICT should the proposed cost of the Work exceed the revised Owners Estimate of Cost in Revised Exhibit "C". The DISTRICT can either terminate this Agreement and the OWNER will return the unused funds for the Work or the DISTRICT can seek authorization from the Harris County Commissioners Court to pay the additional amount.

Any reimbursement due under this Agreement will be based on revised OWNER's Estimate of Cost as shown in Revised Exhibit "C" and Approval of Cost Estimate as shown in Revised Exhibit "B" for Work executed in a commercially reasonable manner and in accordance with the approved plans. Completion in accordance with the approved plans must be certified in writing and signed by OWNER, or an as built drawing be provided clearly noting any deviations from the approved design which is signed by the OWNER. Reimbursement will be forthcoming within sixty (60) days after the DISTRICT receives said completion certification documents and approves a final billing itemized in accordance with the County Auditor's guidelines, attached hereto.

**Revised Exhibit "B", Approval of Cost Estimate, is hereby made part thereof by reference for all purposes.**

**Revised Exhibit "C", Owner's Estimate of Cost, is hereby made a part thereof by reference for all purposes.**

**All other terms and provisions of the original Agreement shall remain in full force and effect as originally written.**

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

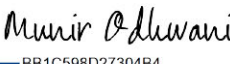
CHRISTIAN D. MENEFFEE  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

Signed by:  
  
By \_\_\_\_\_  
ED17653073344AD...  
Emily Kunst  
Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

CENTERPOINT ENERGY HOUSTON  
ELECTRIC, LLC:

DocuSigned by:  
  
By \_\_\_\_\_  
BB1C598D27304B4...  
Munir Odhwani, RPLS  
Manager Surveying & Right-of-Way,  
Distribution

# MEMORANDUM



**DATE:** May 20, 2024

**TO:** Pooja Bhatta, P.E.  
Project Manager

**FROM:** Lindsey Trahan  
Utility Coordinator

**RE:** Amendment to Agreement for Utility Adjustments  
CenterPoint Energy Houston Electric, LLC  
Original Project ID B512-02-00-E001  
New Project ID B512-02-00-E002  
Agreement No. 2023-10; Bond ID C-06

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Attached for your approval is the final estimated additional costs associated with utility adjustments to CenterPoint Energy Houston Electric, LLC facilities near the proposed South Basin to HCFCD Unit B512-02-00.

Original Estimated Cost was	\$24,390.00
Additional Final Estimated Cost is	\$28,555.00

**TOTAL FINAL ESTIMATED COST      \$52,945.00**

APPROVED:

DocuSigned by:  
*Pooja Bhatta*  
644459F6C078451...

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Pooja Bhatta, P.E.  
Project Manager

LT:RRL:abr  
Enclosure: Exhibit "C" Revised

**REVISED EXHIBIT "B"**

Chapter 6: Company Specific Items

Sheet No. 6.24  
Page 1 of 2

CenterPoint Energy Houston Electric, LLC  
Applicable: Entire Service Area

CNP 8038

**6.3 AGREEMENTS AND FORMS**

**6.3.1 FACILITIES EXTENSION AGREEMENTS**

**6.3.1.1 FACILITIES EXTENSION AGREEMENT FOR DISTRIBUTION VOLTAGE FACILITIES**

This Facilities Extension Agreement for Distribution Voltage Facilities is entered into by and between Harris County Flood Control District, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the extension of Company's Delivery System distribution voltage facilities, 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 Various Locations along Oakhaven Rd, Ashwyne Ln, and Gladwyne Ln in La Porte, TX 77571

The Company agrees to accept payment of \$19094 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: Removal and Relocation of Company owned Overhead Distribution facilities. Removals are part of street closure. All associated material and labor charges for said facilities are factored in the cost above.

- 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.

Revision Number: 6th

Effective: 04/23/20

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.

If the facilities extension requested by Retail Customer calls for construction of underground Delivery System facilities at distribution voltages, Retail Customer must also agree to Company's additional specifications and terms and conditions determined by Company for the construction of underground electric service facilities.

The Company's Tariff for Retail Delivery Service, on file with the Public Utility Commission of Texas, is incorporated into this Agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof.

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

Harris County Flood Control District  
Retail Customer

By Ricardo Andrade

By \_\_\_\_\_

Ricardo Andrade  
(name printed or typed)

\_\_\_\_\_  
(name printed or typed)

Title Senior Service Consultant

Title \_\_\_\_\_

Date 3/7/2024

Date \_\_\_\_\_

Chapter 6: Company Specific Items

Sheet No. 6.24

Page 1 of 2

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The Company agrees to accept payment of \$33851 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: Removal and Relocation of Company owned Underground Distribution facilities. Removals are part of street closure. All associated material and labor charges for said facilities are factored in the cost above.

- 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:

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CenterPoint Energy Houston Electric, LLC

Harris County Flood Control District  
Retail Customer

By Ricardo Andrade

By \_\_\_\_\_

Ricardo Andrade  
(name printed or typed)

\_\_\_\_\_  
(name printed or typed)

Title Senior Service Consultant

Title \_\_\_\_\_

Date 3/7/2024

Date \_\_\_\_\_



**Please make check payable to:**  
**CenterPoint Energy**

Attn: BAY PAC: Joya Lakes  
 BAYTOWN SERVICE CENTER  
 333 WARD RD. BAYTOWN, TX 77520

**INVOICE**

Customer Info:

3/7/24

Name:	Harris County Flood Control District				
Address:	Various Locations along Oakhaven Rd, Ashwyne Ln, and Gladwyne Ln.				
City:	La Porte	State:	TX	Zip:	77571
Phone:					
Email:					
CNP Representative:	Ricardo Andrade	Phone:	(281) 425-7306		

Description		W/O #	Total
1	Removal & Relocation of Underground Facilities	100649368	\$33,851.00
2	Removal & Relocation of Overhead Facilities	100655363	\$19,094.00
3			
4			
5			
			<b>\$52,945.00</b>

**PLEASE MAIL PAYMENT TO THE ABOVE ADDRESS.**  
 Proessing 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

**REVISED EXHIBIT "C"**



**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS       §**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted.

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO  
AGREEMENT FOR RIGHT-OF-WAY UTILITY ADJUSTMENTS  
BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT  
AND CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

The DISTRICT and OWNER previously entered into an Agreement for Utility Adjustments ("the Agreement"), dated October 10, 2023, to adjust, relocate and/or remove OWNER'S facilities to accommodate proposed improvements to HCFCD Unit B512-02-00.

The OWNER requires additional costs associated with utility adjustments to accommodate proposed improvements.

The DISTRICT and the OWNER now desire to replace Exhibit "B" Approval of Cost Estimate, with Revised Exhibit "B" Approval of Cost Estimate.

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The DISTRICT and the OWNER now desire to increase the Owner's Estimate of Cost, by \$28,555.00, to \$52,945.00.

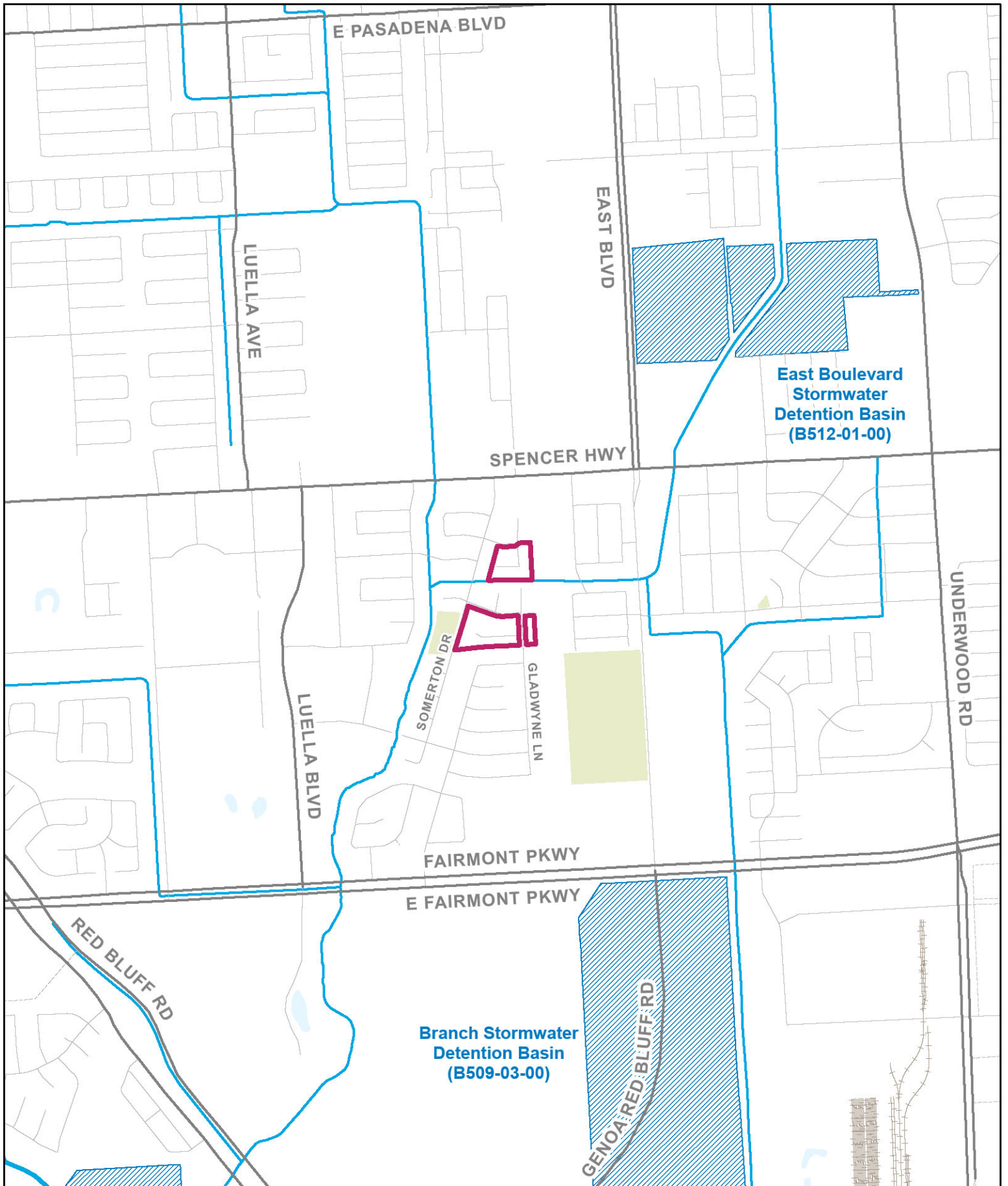
NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Amendment to Agreement for Right of Way Utility Adjustments by and between the Harris County Flood Control District and CenterPoint Energy Houston Electric, LLC for additional costs in support of adjustments, relocation and/or removal of OWNER'S facilities, for a fee increase of \$28,555.00, raising the maximum fee to be paid by the District to \$52,945.00, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.

cip-s centerpoint B512-02-E002 2023-10 amend.docx



**Project ID: B512-02-00-E001**

**Watershed: Armand Bayou**

**Precinct: 2**

- Project Boundary
- Harris County Precincts**
- Judge Lina Hidalgo
- 1 - Rodney Ellis
- 2 - Adrian Garcia
- 3 - Tom S. Ramsey, P.E.
- 4 - Lesley Briones

