

Utility Construction Services Agreement

This Utility Construction Services Agreement (this “Agreement”) is entered into as of the 1st day of August, 2024 between CenterPoint Energy Houston Electric, LLC (“CenterPoint Energy”) and Harris County (“Customer”).

Customer has requested the Construction Services described below by CenterPoint Energy, and CenterPoint Energy is willing to provide such Construction Services upon its receipt of funds from Customer sufficient to cover the estimated costs for providing the Construction Services. Customer and CenterPoint Energy therefore agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in CenterPoint Energy’s Tariff for Retail Delivery Service (the “Tariff”) approved by the Commission.

2. Description of Construction Services. CenterPoint Energy will provide the following Construction Services as requested by Customer (*check as applicable*):

- Relocation of any part of the Delivery System
- Installation or extension of non-standard Delivery System facilities
- Repair, maintenance or replacement work on the Delivery System outside of CenterPoint Energy’s normal hours of operation as specified in the Tariff
- Other

The Construction Services to be provided under this Agreement (a) will be performed by CenterPoint Energy in accordance with Good Utility Practice and in accordance with Federal, State, and local laws, and (b) are further described in the attachment to this Agreement labeled Exhibit A, which is incorporated into this Agreement for all purposes. Unless included in the Cost Estimate stated in Section 4 hereof (or any later change to the Cost Estimate, provided such change is agreed by the parties hereto in writing), the Customer has no obligation to pay or reimburse CenterPoint Energy for any environmental remediation, clean up, or disposal of contaminated materials, if performance of the Construction Services causes or reveals the need for any such work.

3. Commencement of Construction Services. CenterPoint Energy will commence the Construction Services promptly after, but only after, the following conditions have been met:

- (a) Execution of this Agreement by all parties hereto;
- (b) CenterPoint Energy receives Customer’s written approval of the Plans, Cost Estimate, and certificates of insurance demonstrating compliance with insurance requirements set forth in Exhibit C attached hereto and incorporated herein;
- (c) If attached to this Agreement as Exhibit B, both parties have executed the Permit;
- (d) CenterPoint Energy has received Customer’s Purchase Order and written notice to proceed with the Construction Services, which notice is effective only if a copy of the Purchase Order is attached.

After satisfaction of these conditions, CenterPoint Energy agrees to commence and proceed promptly with the Construction Services and agrees to prosecute the Construction Services diligently to completion in

such manner as will not result in reasonably avoidable interference or delay in the Customer's construction activities within or adjacent to the area of the Construction Services. CenterPoint Energy will carry out said Construction Services in accordance with the Plans within 180 calendar days thereafter. If CenterPoint Energy fails to complete the Construction Services within 180 calendar days, resulting in interference or delay in the Customer's construction of its project, then all reasonably documented direct, indirect, and consequential costs therefor will be withheld from any moneys due or to become due to CenterPoint Energy on this Agreement, and the amount owing to CenterPoint Energy will be reduced by the amount withheld. Such withholding of and reduction to the amount owing is Customer's sole remedy for Construction Services delays.

CenterPoint Energy shall notify the Customer of the Construction Services commencement at least 48 hours before beginning work. The Customer shall have access at all reasonable times to the Construction Services site and shall have the right to review all relevant plans, specifications, photographs, reports, contract documents, and records, and to inspect the work in progress in order to verify that the Construction Services are constructed in compliance with this Agreement. Any failure to comply with the Plans or Good Utility Practice identified by the Customer shall be promptly corrected by CenterPoint Energy.

CenterPoint Energy's interests in the Delivery System facilities located within the areas shown in Exhibit A, and the existing easements or the rights of way that they occupy as of the effective date of this Agreement, shall be subject to the Permit attached hereto as Exhibit B and made a part hereof for and incorporated herein for all purposes.

4. Customer Payment. Customer agrees to pay the reasonable cost of the Construction Services described in this Agreement. CenterPoint Energy estimates the cost of the Construction Services to be \$210,216.53 (the "Cost Estimate") as shown below. Customer shall pay the Cost Estimate to CenterPoint Energy after CenterPoint Energy's completion of the Construction Services and compliance with the other payment terms set forth herein. Prior to beginning the Construction Services, CenterPoint Energy will notify the Customer if the estimated cost of the Construction Services exceeds the Cost Estimate. If the estimated cost of the Construction Services exceeds the Cost Estimate previously approved, the Customer may either (i) terminate this Agreement and CenterPoint Energy will return the unused funds for the Construction Services or (ii) seek authorization from the Harris County Commissioners Court to pay the additional amount.

SAP# 112343458	\$184,714.97
SAP# 112523457	\$20,267.61
SAP# 112797038	\$5,233.95
<u>TOTAL</u>	<u>\$210,216.53</u>

On completion of the Construction Services, as a condition to receipt of payment, CenterPoint Energy must deliver to Customer either: (i) the certification signed by CenterPoint Energy, in form and substance acceptable to Customer, that the Construction Services have been completed in accordance with the approved Plans; or (ii) as built Plans with CenterPoint Energy's certification clearly noting any deviations from the approved Plans. Payment to CenterPoint Energy will be made within sixty (60) days after the Customer receives said completion certification documents and a final invoice. The final invoice must include the following:

1. Itemized costs for the entire claim, to include:
 - a. overhead costs;
 - b. CenterPoint Energy labor costs,
 - c. employee benefits; and

- d. salvage costs.
- 2. Back-up documentation consisting of:
 - a. copies of invoices for individual items over \$1500.00 or five percent (5%) of the total contract, whichever is smaller;
 - b. times and dates acceptable to both Parties for the Customer to view invoices for all work done by subcontractors at CenterPoint Energy's downtown office;
 - c. work done by CenterPoint Energy, to include
 - i. material and equipment costs, and
 - ii. employee expenses (SAP printout).

The Cost Estimate and all proposed revisions to it must include estimated engineering costs. CenterPoint Energy will immediately notify the Customer when there will be or CenterPoint Energy anticipates a cost increase of 25 percent of the Cost Estimate.

5. Cost Estimate Revisions.

(a) The Customer and CenterPoint Energy understand and agree that the maximum amount the Customer has to pay for the Construction Services under this Agreement is \$1,196,740.24, and that the Customer cannot pay any additional costs over that maximum amount without first obtaining approval from the Harris County Commissioners Court. At any point during the performance of the Construction Services, if the Construction Services cost exceeds or if it appears it will exceed the Cost Estimate approved by the Harris County Commissioners Court, the parties agree to review these costs and determine how to proceed. If the Customer agrees to the additional amount, the Customer will request approval of the additional amount from the Harris County Commissioners Court. If the Harris County Commissioners Court does not approve the additional amount, CenterPoint Energy may terminate this Agreement. Additional costs attributable to the negligence of CenterPoint Energy or its contractor(s) or the failure of CenterPoint Energy or its contractor(s) to perform the Construction Services will not be the basis for additional compensation to CenterPoint Energy.

(b) The amount paid by the Customer pursuant to this Agreement shall be full compensation to CenterPoint Energy for performing the Construction Services. CenterPoint Energy shall use commercially reasonable efforts to submit invoices for the Construction Services to the Customer no later than ninety (90) days after completion of the Construction Services.

6. Termination. It is expressly understood that this Agreement is subject to cancellation by the Customer at any time up to the date that any costs for Construction Services have been incurred by CenterPoint Energy, and that such cancellation will not create any liability on the part of the Customer, and neither the Customer nor the CenterPoint Energy will have any further obligation hereunder; except that the Customer agrees to pay the CenterPoint Energy 100% of the total, actual, and related direct and indirect costs of the Construction Services, including materials specifically purchased to perform the Construction Services, reduced by salvage and betterment, if any, for authorized Construction Services performed prior to such cancellation.

7. Insurance. CenterPoint Energy agrees to require its contractors performing the Construction Services to maintain at least the minimum insurance requirements as set out herein in Exhibit C and to add the Customer as an additional insured.

8. Indemnity. TO THE EXTENT ALLOWED BY LAW, CENTERPOINT ENERGY DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE HARRIS COUNTY FLOOD CONTROL DISTRICT, ITS AFFILIATED ENTITIES, AND THE OFFICERS AND EMPLOYEES OF

EACH OF THEM, AGAINST ALL LOSS, DAMAGES, CLAIMS, SUITS, ACTIONS, OR COSTS WHICH MAY ARISE FROM DAMAGE TO PROPERTY OR INJURY OR DEATH OF PERSONS TO THE EXTENT CAUSED BY OR ARISING FROM CENTERPOINT ENERGY OR ITS CONTRACTORS, OR THE EMPLOYEES OF EITHER, IN PERFORMING THE CONSTRUCTION SERVICES HEREUNDER.

9. Audit Rights. Customer may, at its expense and during normal business hours, audit the books and records of CenterPoint Energy to verify the actual costs incurred by CenterPoint Energy for the performance of the Construction Services. Such audit rights shall expire two years after CenterPoint Energy's completion of the Construction Services.

10. Notice. All notices and communications, including, but not limited to invoices, permitted or required to be given hereunder shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier/delivery service, addressed as or delivered as follows:

If to CenterPoint Energy: CenterPoint Energy
Distribution Projects Service Consultant
935 US 90A
Rosenberg, Texas 77471
Attention: William Wilcox, Jr.

If to Customer: Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

Any notice or communication sent by mail or deliver service as herein provided shall be deemed given and completed on the date of actual receipt thereof.

11. Incorporation of Tariff. The provisions of the Tariff governing Construction Services are incorporated into this Agreement, Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) of the Tariff. In the event of any conflict between the terms of this Agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

12. Governing Law; No Third Party Beneficiaries; Interpretation. This Agreement is to be interpreted under the laws of the State of Texas, excluding its choice of law principles, and such laws shall govern all disputes under this Agreement. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties hereto, and the obligations herein assumed are solely for the use and benefit of the parties hereto, their successors in interest and, where permitted, their assigns. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties hereto or to impose any partnership obligation or liability upon either party.

13. Execution and Amendment. This Agreement may be executed in two or more counterparts which may be in portable document format (PDF) or other electronic form, each of which is deemed an

original but all constitute one and the same instrument. This Agreement may be amended only upon mutual written agreement, signed by all parties.

14. No Agency. Neither party hereto has any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

15. Ownership of Delivery System. CenterPoint Energy warrants and represents to the Customer that CenterPoint Energy is the Owner of the Delivery System and has the right to relocate, alter, and adjust the Delivery System (including all related and incidental equipment, facilities, and fixtures) as provided by this Agreement.

16. Firearm Entity or Trade Association Discrimination. If Tex. Gov't Code Ann. § 2274.002 applies to this Agreement, CenterPoint Energy warrants and represents that unless CenterPoint Energy meets an exemption under subsection (c) or section 2274.003, CenterPoint Energy's signature on this Agreement constitutes CenterPoint's written verification that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the Agreement.

17. Energy Company Discrimination. If Tex. Gov't Code Ann. § 2274.002 applies to this Agreement, CenterPoint Energy warrants and represents that CenterPoint Energy's signature on this Agreement constitutes CenterPoint's written verification that is does boycott energy companies and will not boycott energy companies during the term of the Agreement.

18. Prohibition Against Boycott of Israel. If Tex. Gov't Code Ann. § 2271.002 applies to this Agreement, CenterPoint Energy warrants and represents that CenterPoint Energy does not boycott Israel and will not boycott Israel during the term of this Agreement.


19. MWBE Covenants. CenterPoint Energy agrees to use reasonable efforts to contract and subcontract with minority business enterprises and/or women business enterprises (M/WBE) certified as such or recognized by Harris County as certified M/WBE. If the Customer has a reasonable belief that CenterPoint will not use its reasonable efforts to contract and subcontract with M/WBE, the Customer reserves the right to pull work from or terminate this Agreement. Reasonable efforts may be established by, inter alia, showing that CenterPoint Energy has contacted and solicited bids/quotes from subcontractors or worked with the Customer to seek assistance in identifying M/WBEs. CenterPoint Energy agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms required by Harris County.

20. Final Agreement. This Agreement contains the final and complete agreement of the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

By: 
(Signature)

William F. Wilcox, Jr
(Name)

Staff Service Consultant
(Title)

APPROVED AS TO FORM:

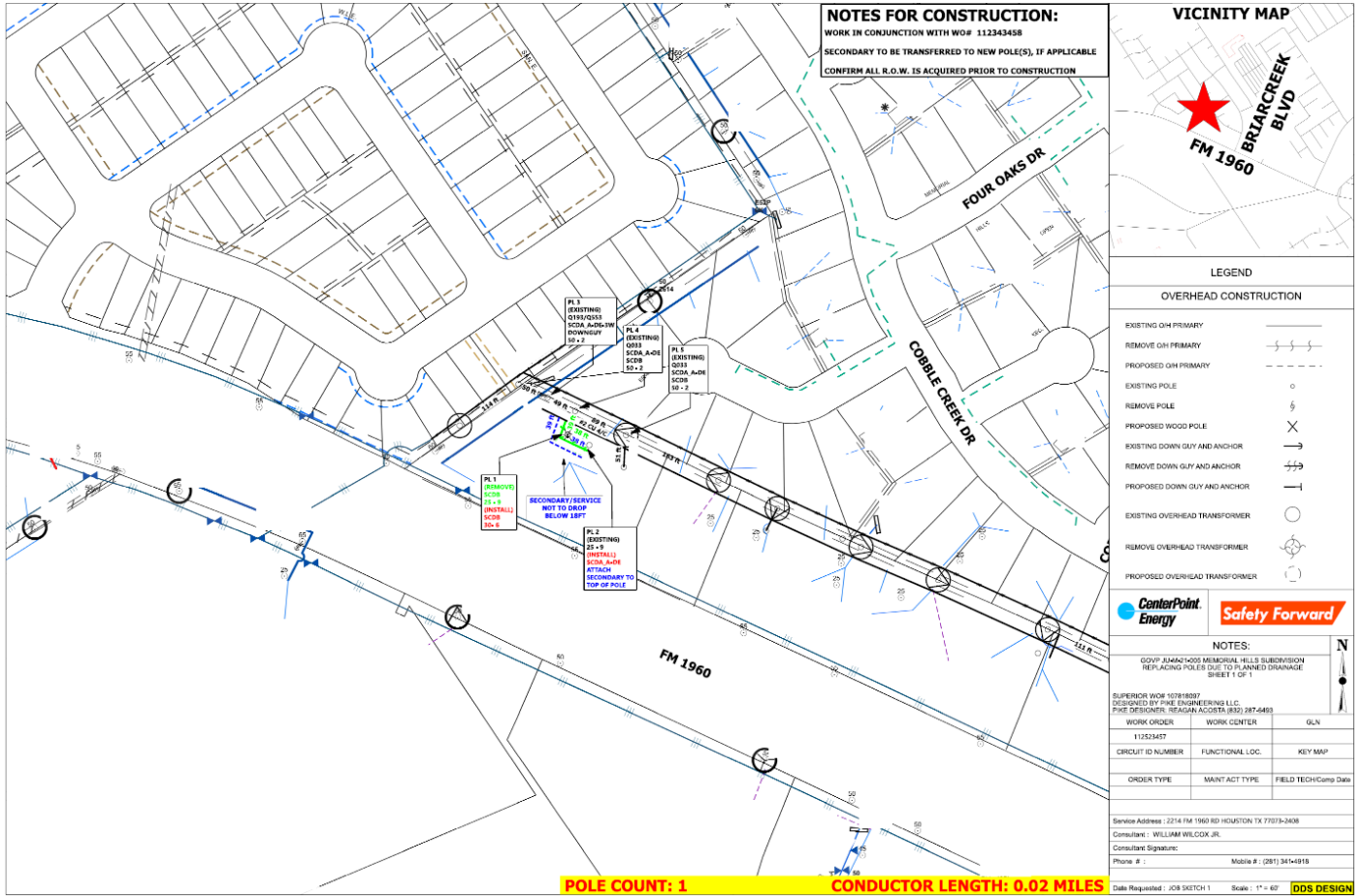
CHRISTIAN D. MENEFEE
Harris County Attorney

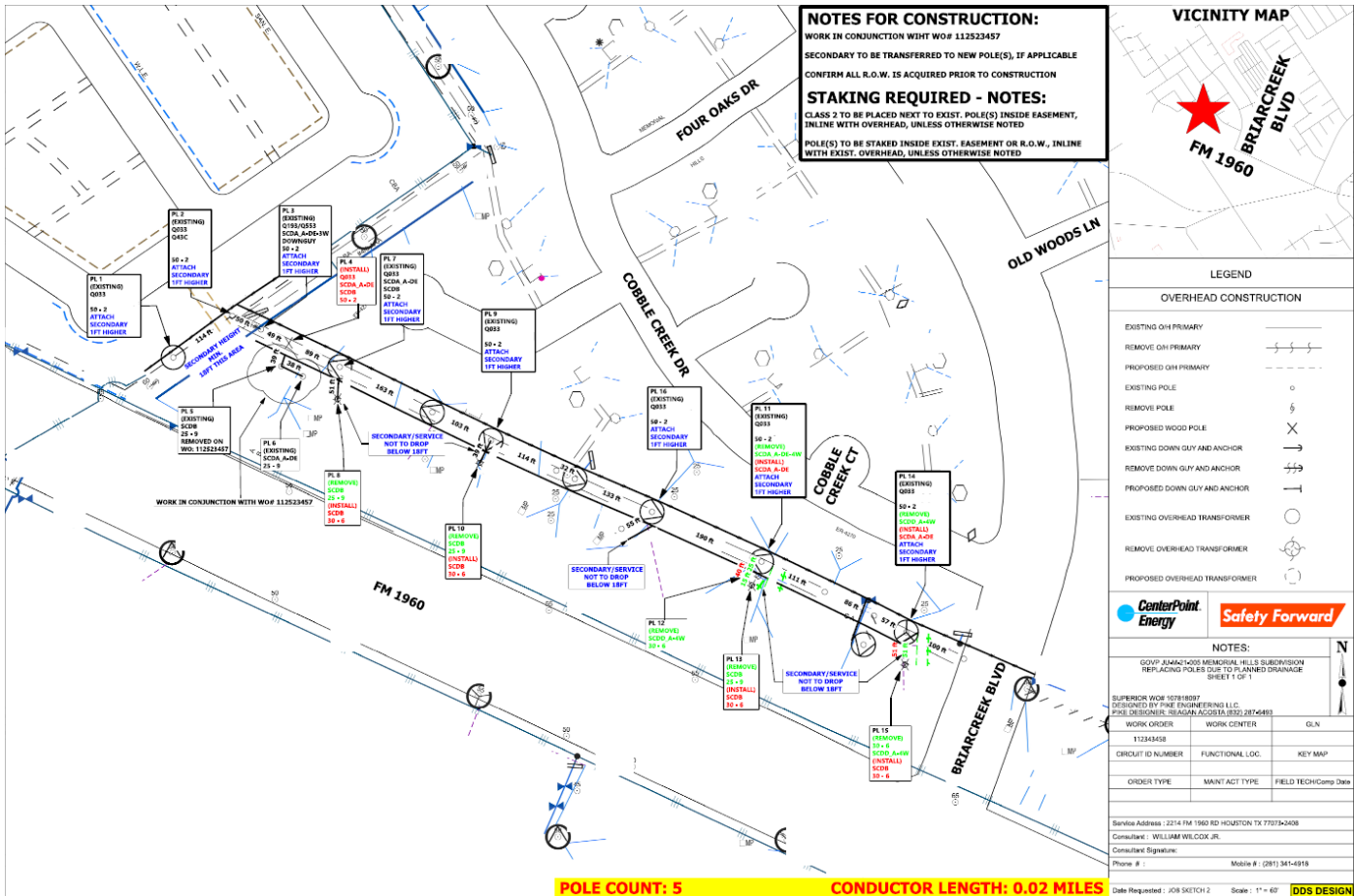
HARRIS COUNTY

By: _____
Emily Kunst
Assistant County Attorney

By: _____
Lina Hidalgo
County Judge

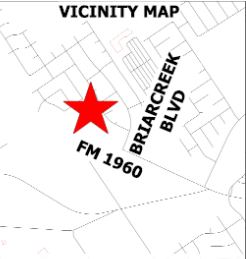
Exhibit A:





NOTES FOR CONSTRUCTION:
 WORK IN CONJUNCTION WITH WOF# 112523457
 SECONDARY TO BE TRANSFERRED TO NEW POLE(S), IF APPLICABLE
 CONFIRM ALL R.O.W. IS ACQUIRED PRIOR TO CONSTRUCTION

STAKING REQUIRED - NOTES:
 CLASS 2 TO BE PLACED NEXT TO EXIST. POLE(S) INSIDE EASEMENT, IN-LINE WITH OVERHEAD, UNLESS OTHERWISE NOTED
 POLE(S) TO BE STAKED INSIDE EXIST. EASEMENT OR R.O.W., IN-LINE WITH EXIST. OVERHEAD, UNLESS OTHERWISE NOTED



LEGEND

OVERHEAD CONSTRUCTION

EXISTING O/H PRIMARY	
REMOVE O/H PRIMARY	
PROPOSED WOOD POLE	
EXISTING POLE	
REMOVE POLE	
EXISTING DOWN GUY AND ANCHOR	
REMOVE DOWN GUY AND ANCHOR	
PROPOSED DOWN GUY AND ANCHOR	
EXISTING OVERHEAD TRANSFORMER	
REMOVE OVERHEAD TRANSFORMER	
PROPOSED OVERHEAD TRANSFORMER	

CenterPoint Energy **Safety Forward**

NOTES:

GOV# A34421205 MEMORIAL HILLS SUBDIVISION
 REPLACING POLES DUE TO ANNEX DRAINAGE
 SHEET 1 OF 1

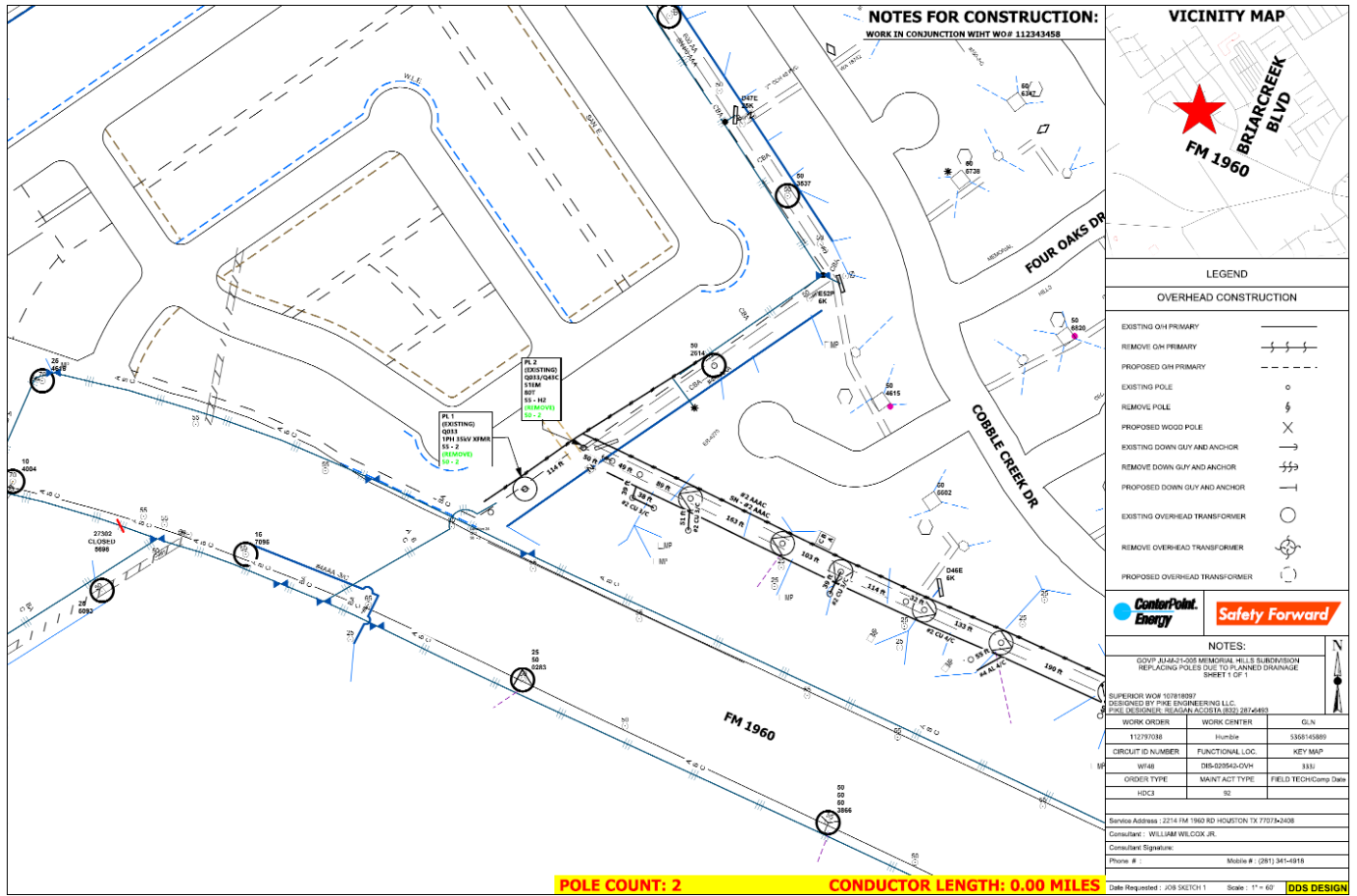
SUPERIOR WOF# 107816087
 DESIGNED BY PINE ENGINEERING LLC
 PINE ENGINEERS: RESAGAN.ACCORDIA@PINE-ENG.COM 28746483

WORK ORDER	WORK CENTER	GLN
112345458		
CIRCUIT ID NUMBER	FUNCTIONAL LOC.	KEY MAP
ORDER TYPE	MAINT ACT TYPE	FIELD TECH/Comp Data

Service Address: 2214 FM 1960 RD HOUSTON TX 77071-3408
 Consultant: WILLIAM WILCOX JR.
 Consultant Signature: _____
 Phone #: _____ Mobile #: (281) 341-4918

Date Requested: JOB SKETCH 2 Scale: 1" = 60' **DDS DESIGN**

POLE COUNT: 5 CONDUCTOR LENGTH: 0.02 MILES



PERMIT

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

HARRIS COUNTY FLOOD CONTROL DISTRICT

PROJECT ID E500-25-00-E001

WHEREAS, the **Harris County Flood Control District**, hereinafter referred to as the "District," proposes to make certain channel improvements to HCFCD Unit E121-00-00 generally located as follows:

HCFCD Unit E121-00-00 proposed basins, Precinct 1

WHEREAS, it is understood that **CenterPoint Energy Houston Electric, LLC**, hereinafter referred to as the "Owner," acting by and through **William J. Dougherty Jr.**, Director Land and Field Services, is in possession of, and will retain possession of, certain properties that the District must cross and encroach upon in the construction and maintenance of these improvements, and such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheets or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted to the District to cross and encroach upon the Owner's said facility for the purposes set forth herein and as detailed and to the extent as shown and described on the attached sketch sheet or sheets.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either the District or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, interfere with or be inconvenient to the facilities or responsibilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of any emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as possible.

The Owner by execution of this permit retains all rights, including but not limited to prior title rights, and does not waive any of the rights which the Owner may legally have within the limits of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

**HARRIS COUNTY FLOOD
CONTROL DISTRICT**

CenterPoint Energy Houston Electric, LLC

By _____
Lina Hidalgo
County Judge

By _____
William J. Dougherty Jr.
Director Land and Field Services

Date _____

Date _____

EXHIBIT B

EXHIBIT C
Insurance Requirements

1.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, CenterPoint Energy at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, CenterPoint Energy shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the Harris County Flood Control District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The Harris County Flood Control District shall be named an Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$2,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *The Harris County Flood Control District shall be named an Additional Insured on primary/non-contributory basis.*
- (e) Automobile Liability insurance to include CenterPoint Energy's liability for death, bodily injury, and property damage resulting from CenterPoint Energy's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *The Harris County Flood Control District shall be named an Additional Insured on primary/non-contributory basis.*
- (f) Any other coverage required of CenterPoint Energy pursuant to statute.

1.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by CenterPoint Energy, CenterPoint Energy shall provide the Harris County Flood Control District evidence of all of the above coverage on forms and with insurers acceptable to the Harris County Flood Control District. CenterPoint Energy must maintain a valid Certificate of

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

Certificates of Insurance. Consultant shall provide unaltered Certificates of Insurance that evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Certified Copies of Policies and Endorsements. Upon request, Consultant shall furnish certified copies of insurance policies and endorsements to the Harris County Flood Control District.

Renewal Certificates. Renewal certificates are due to the Harris County Flood Control District at least thirty (30) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Consultant shall furnish evidence of such insurance to the Harris County Flood Control District as well.

Additional Insured. Consultant shall include the Harris County Flood Control District and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Consultant's coverage shall be primary insurance to any similar insurance maintained by the Harris County Flood Control District and must contain an endorsement stating such. Coverage to the Harris County Flood Control District as an Additional Insured on any of Consultant's insurance coverage shall not be subject to any deductible.

Deductibles. Consultant shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against the Harris County Flood Control District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Consultant shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. Consultant waives any claim or right of subrogation to recover against the Harris County Flood Control District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. Consultant shall provide the Harris County Flood Control District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Consultant could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage that causes Consultant to be in noncompliance with the requirements of this Section.

Commissioners Court Order
(Not part of agreement, internal document)