

**AMENDMENT TO  
CONTRACTUAL AGREEMENT FOR  
RIGHT-OF-WAY UTILITY ADJUSTMENTS**

This Amendment to Contractual Agreement for Right-of-Way Utility Adjustments (this "Amendment") is entered into between Harris County ("COUNTY"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Engineering Department, and CenterPoint Energy Houston Electric, LLC ("OWNER"), as of the \_\_\_\_ day of \_\_\_\_\_ 2021.

**WHEREAS**, COUNTY and OWNER are parties to that certain Contractual Agreement for Right-of-Way Utility Adjustments (the "Agreement") regarding the COUNTY's project to make certain improvements to the East Sam Houston Tollway, Ship Channel Bridge, in which COUNTY agreed to pay OWNER the total actual and related indirect cost, less any applicable salvage and betterment, ("OWNER's Costs") for OWNER's adjustment, removal or relocation of certain utility facilities of Owner necessary to accommodate the COUNTY's project ("Work");

**WHEREAS**, the Agreement limited COUNTY's liability for the Work at \$1,983,750.00 (the "Funding Cap") unless COUNTY and OWNER mutually agree to modify the Agreement for additional funding;

**WHEREAS**, OWNER has notified COUNTY that the Funding Cap is not sufficient to cover OWNER's Costs for the Work, and OWNER and COUNTY desire to increase the Funding Cap to cover 100% of OWNER's Costs for the Work; and

**WHEREAS**, the Harris County Commissioners Court has approved an amendment to the Agreement to increase the Funding Cap from \$1,983.750.00 to \$4,536,485.76;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

1. Article IV.A. of the Agreement ("Limitation of Liability") is amended and restated as follows:


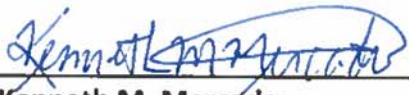
"Unless the Parties mutually agree to modify this Agreement to provide for additional funding, COUNTY shall in no event be liable for a sum greater than \$4,536,485.76 ("Limitation of Liability"). OWNER shall not be required to incur costs in excess of the Limitation of Liability as provided herein."

2. After the parties' execution and delivery of this Amendment, it will be deemed effective as of the effective date of the Agreement.

3. This Amendment 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.

4. The Agreement as amended by this Amendment will continue in effect in accordance with its terms.

IN WITNESS WHEREFORE, COUNTY and OWNER have executed this Amendment as of the date first written above.

<p><b>HARRIS COUNTY</b></p> <p>By: _____  <b>Lina Hidalgo</b>  <b>County Judge</b></p> <p><b>APPROVED AS TO FORM: HARRIS COUNTY</b>  <b>CHRISTIAN MENESEE, County Attorney</b></p> <p>DocuSigned by:    <small>0B07D5E18E374E3...</small></p> <p>_____  <b>Marcy Linebarger</b>  <b>Assistant County Attorney</b></p>	<p><b>CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC</b></p> <p>By:   <b>Kenneth M. Mercado</b>  <b>Executive V.P. Electric Utility</b></p>
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**AUDITOR'S CERTIFICATION**

I certify that budgeted funds in the amount of \$4,536,485.76 will be available to pay Harris County's obligations under this Amendment to the Agreement.

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Michael Post, CPA. MBA (date)  
Harris County Auditor