

STANDARD UTILITY AGREEMENT

U-0024: **CenterPoint Energy Houston Electric, LLC**

County: Fort Bend

Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and CenterPoint Energy Houston Electric, LLC ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of overhead distribution assets into a predesignated corridor; according to the following schedule:

Start Date – Work shall commence within ninety (90) working days after the execution of this agreement by both parties, right of way is acquired, staked and cleared in a contiguous fashion, and all agreements are in place.

Completion Date - Work shall be completed within (42) days after the Start Date unless otherwise provided herein.

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B" and "C."

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.


NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred for relocation of Utility in right of way by permit as specifically documented in *Exhibit "B" Cost Estimate Summary* for adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting


Date 10/4/17
Fort Bend County


Initial Date 10/2/17
CenterPoint Energy

procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 180 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to commence and perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated Completion Date. The Completion Date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events including inclement weather that causes unsuitable ground conditions or other restraints, interference by the **County** or any other entity with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the Completion Date not caused by events outside **Utility's** control, the **County** may elect to impose a penalty equal to the lesser of: (1) a reduction to the reimbursement to **Utility** of one percent (1%) each day delayed; or (2) the cost to relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement. Satisfactory completion shall be defined as the **Utility's** completion of the relocation in accordance with Utility Plans and Specifications.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.


This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.


Date
10/4/17
Fort Bend County


Initial
Date
10/2/17
CenterPoint Energy

UTILITY

Utility: CenterPoint Energy Houston Electric, LLC
Name of Utility


By: 
Authorized Signature

Mark E. Mitchell
Print or Type Name

Title: Director Asset Planning and Optimization

Date: 10/2/17

 10/1/17
Date
Fort Bend County

 10/2/17
Initial Date
CenterPoint Energy

EXECUTION RECOMMENDED:

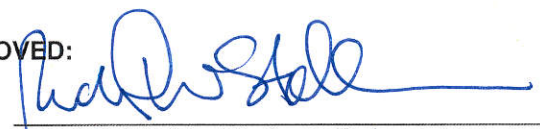
COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED: 
By: _____
Richard W. Stolleis, P.E., County Engineer


APPROVED AS TO LEGAL FORM:

By: _____
Marcus D. Spencer, First Assistant County Attorney


AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor _____



Date 10/4/17
Fort Bend County



Initial JAB Date 10/2/17
CenterPoint Energy


CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
FM 1093 WESTPARK EXTENSION II
UTILITY AGREEMENT U0024
CCSJ NUMBER 0543-02-063

EXHIBIT A

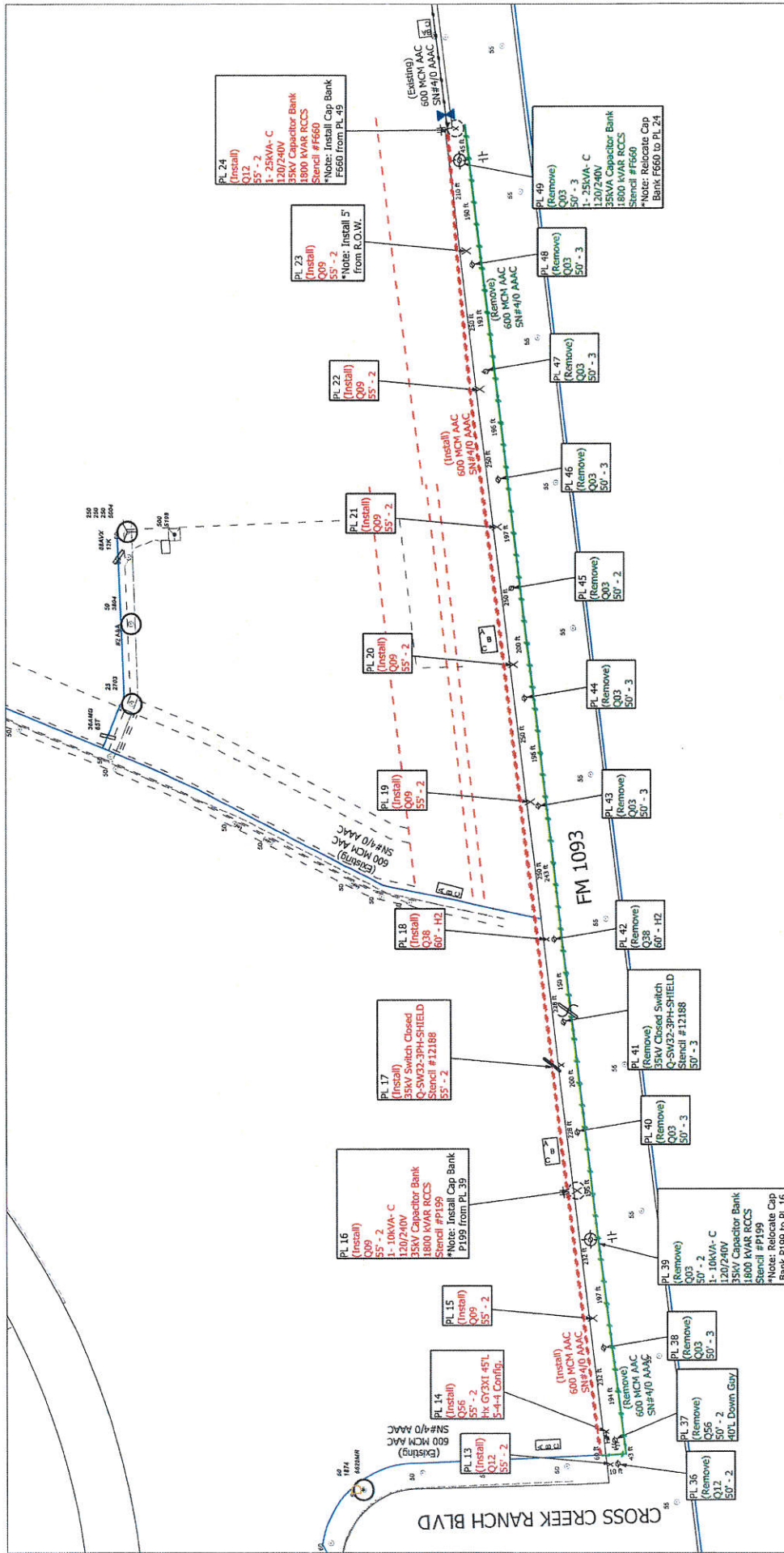
PLANS AND SPECIFICATIONS



Date
10/4/17
Fort Bend County



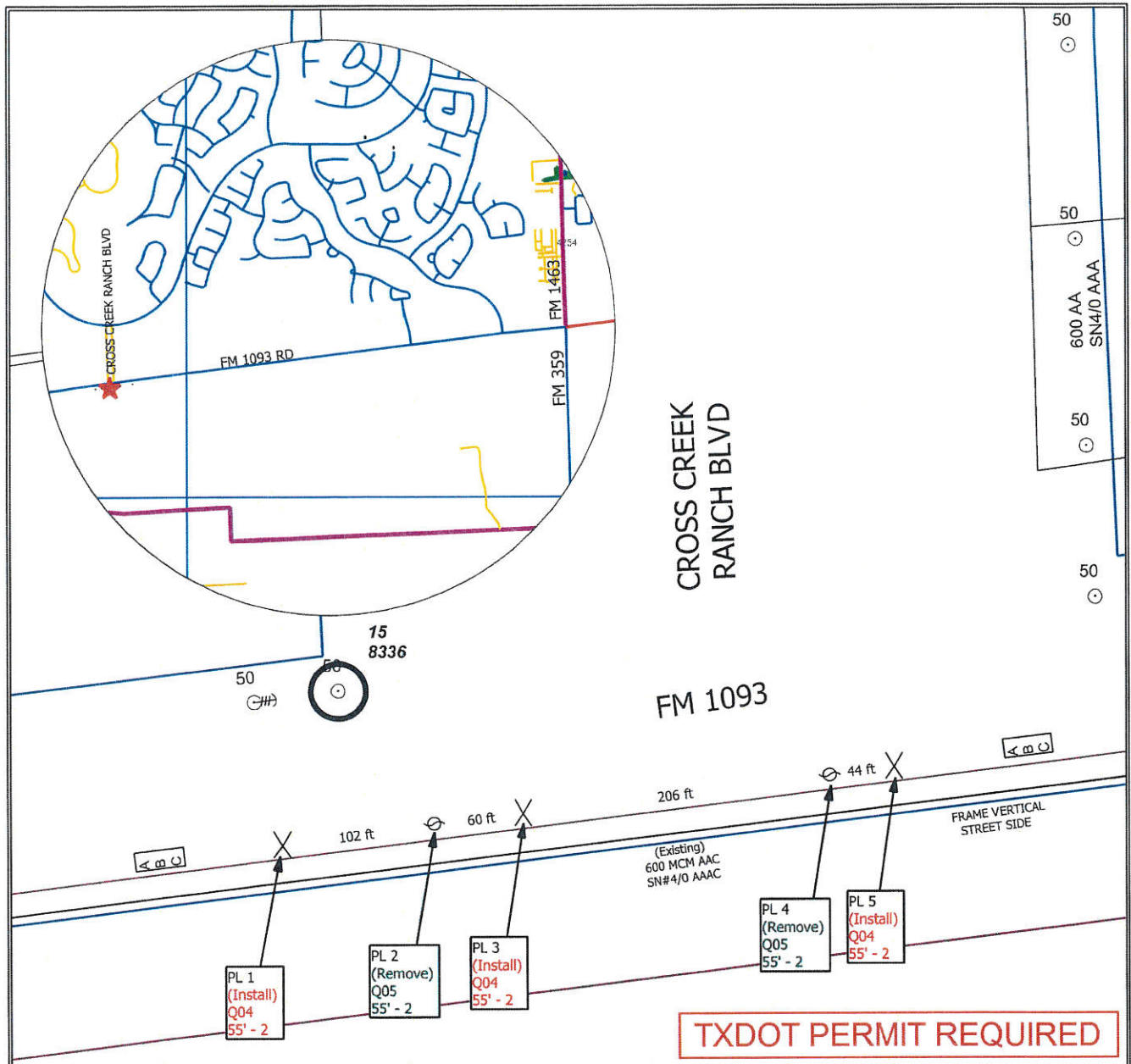
Initial Date
10/2/17
CenterPoint Energy



CENTERPOINT ENERGY

NOTES: GOVP_JU-M-16-042_Westpark Phase II Segment B Part 3 (Sheets 5-6)
Relocating poles 10' back to the new R.O.W. for road widening.
DESIGNED BY BINKLEY & BARFIELD, INC.
FOR INFORMATION CONTACT WILLIAM WILCOX AT CNP 281-341-4918.

| | | | | | |
|------------------|---------------|-----------------------|------------------|---------------------|--------------|
| WORK ORDER # | 80246191 | ORDER TYPE | HDC2 | MAINT ACCT TYPE | 92 |
| MAIN WORK CENTER | Katy | KEY MAP | GEN | FUNCTIONAL LOCATION | |
| ADDRESS | 27600 FM 1093 | CONSULTANT | Yesenea Martinez | PHONE NUMBER | 4154 71 5722 |
| DATE REQUESTED | 12/30/2017 | FIELD TECH | | CIRCUIT ID NUMBER | FL49 |
| | | FIELD COMPLETION DATE | | SCALE: | 1" = 80' |



CENTERPOINT ENERGY

NOTES: GOVP_JU-M-16-042 Westpark Phase II Segment B Part 2 (Sheet 152)
Relocating poles for future tollway construction.



DESIGNED BY BINKLEY & BARFIELD, INC.
FOR INFORMATION CONTACT WILLIAM WILCOX AT CNP 281-341-4918

| WORK ORDER # | MAIN WORK CENTER | ORDER TYPE | MAINT ACCT TYPE |
|------------------|------------------|-----------------------|----------------------|
| 79407461 | Katy | HDC2 | 92 |
| ADDRESS | KEY MAP | GLN | FUNCTIONAL LOCATION |
| 28616 FM 1093 | 523L | 4154 81 8336 | DIS-014353-OVH |
| CONSULTANT | PHONE NUMBER | MOBILE NUMBER | CIRCUIT ID NUMBER |
| Yesenea Martinez | 281-377-5033 | | FL46 |
| DATE REQUESTED | FIELD TECH | FIELD COMPLETION DATE | SCALE: 1" = 100' |
| 12/30/2017 | | | GIS PRI: (1) 2 3 4 5 |

Approval Form
Online version 11/2005

APPROVAL

To Yesenea Martinez
CenterPoint Energy
13300 West Belfort Blvd
Sugar Land, TX 77498

Date 7/5/2017
Application No. HOU20170511130707
District App. No. 17-6223
Highway FM 0359
Control Section 054302
Maintenance Section Fort Bend
County Fort Bend

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. HOU20170511130707 (District Application No. 17-6223) dated 7/5/2017 and accompanying documentation, except as noted below.

Coordinate construction/ traffic control plans with the nearest TxDOT Maintenance Office. TxDOT is not a member of 811, and must be contacted separately at (713) 802-5662 to locate TxDOT-owned cabling and conduit. In addition, please ensure compliance with the additional pages attached to this form.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

**Special Provisions:
Specs&Provisions Rev 20161201**

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed installation, and any approved amendments at the job site at all times.

By Samir Goel
Title Permits Supervisor
District Houston
Texas Department of Transportation

Approval Form
Online version 11/2005

APPROVAL

To Yesenea Martinez
CenterPoint Energy
13300 West Belfort Blvd
Sugar Land, TX 77498

Date 5/23/2017
Application No. HOU20161010164218
District App. No. 16-8237
Highway FM 1489
Control Section 141803
Maintenance Section Fort Bend
County Fort Bend

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. HOU20161010164218 (District Application No. 16-8237) dated 5/23/2017 and accompanying documentation, except as noted below.

Coordinate construction / traffic control plans with the nearest TxDOT Maintenance Office. TxDOT is not a member of 811, and must be contacted separately at (713) 802-5662 to locate TxDOT-owned cabling and conduit. In addition, please ensure compliance with the additional pages attached to this form.

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Specs&Provisions Rev 20161201**

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By Samir Goel
Title Permits Supervisor
District Houston
Texas Department of Transportation

Approval Form
Online version 11/2005

APPROVAL

To Yesenea Martinez
CenterPoint Energy
13300 W. Bellfort Ave.
Houston, TX 77099

Date 2/1/2017
Application No. HOU20161007152300
District App. No. 16-8235
Highway FM 1463
Control Section 018810
Maintenance Section Fort Bend
County Fort Bend

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. HOU20161007152300 (District Application No. 16-8235) dated 2/1/2017 and accompanying documentation, except as noted below.

Coordinate construction / traffic control plan with the nearest TxDOT Maintenance Office. TxDOT is not a member of 811, and must be contacted separately at (713) 802-5662 to locate TxDOT-owned cabling and conduit. In addition, ensure compliance with the additional pages attached to this form.

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**Special Provisions:
Specs&Provisions Rev 20161201**

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By Samir Goel
Title Permits Supervisor
District Houston
Texas Department of Transportation

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
FM 1093 WESTPARK EXTENSION II
UTILITY AGREEMENT U0024
CCSJ NUMBER 0543-02-063

EXHIBIT A (Continued)

SCOPE OF WORK

The proposed widening of FM 1093 (Phase II) from FM 1463/FM 359 to east of the future Texas Heritage Parkway conflicts with CenterPoint Energy's Electric overhead distribution facilities. Because of this construction and widening, it is necessary to relocate the distribution lines from the existing right of way to the proposed right of way lines.

CenterPoint Energy will remove 42 poles and install 44 poles along FM 1093 from FM 1463 to Texas Heritage Parkway.


Relocation Limits:

80246191 – Future Texas Heritage Parkway to Faustina Street

79407461 – At Cross Creek Ranch

79668771 – Flewellen Way to FM 1463


Date 10/4/17
Fort Bend County



Initial JAB Date 10/2/17
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
FORT BEND COUNTY
FM 1093 WESTPARK EXTENSION II
UTILITY AGREEMENT U0024
CCSJ NUMBER 0543-02-063

EXHIBIT B

CONSTRUCTION COST ESTIMATE


Date 10/4/17
Fort Bend County


Initial Date 10/2/17
CenterPoint Energy

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 ESTIMATE SUMMARY

| Work Order | Materials | Contractor Expense | Contractor Expense Technical Services | Construction Overhead | Stores Overhead | TOTALS |
|-----------------------------|----------------------|----------------------|---------------------------------------|-----------------------|---------------------|----------------------|
| 80246191 | \$ 52,258.00 | \$ 62,592.61 | \$ 1,500.00 | \$ 27,002.53 | \$ 13,453.33 | \$ 156,806.47 |
| 79407461 | \$ 2,588.00 | \$ 11,955.50 | \$ 656.00 | \$ 3,315.39 | \$ 738.00 | \$ 19,252.89 |
| 79668771 | \$ 45,371.00 | \$ 37,976.09 | \$ 1,500.00 | \$ 20,052.30 | \$ 11,547.43 | \$ 116,446.82 |
| Total Estimated Cost | \$ 100,217.00 | \$ 112,524.20 | \$ 3,656.00 | \$ 50,370.22 | \$ 25,738.76 | \$ 292,506.18 |

50 % Reimbursable \$ 146,253.09

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 WORK ORDER 80246191 ESTIMATE

| DESCRIPTION | QTY | UNIT | COST | SUBTOTAL | TOTAL |
|---------------------------------|-----|------|-------------|--------------|-------|
| Materials | | | | | |
| ADAPTER, MNTNG FOR CHNL STL CR | 1 | EA | \$ 13.00 | \$ 13.00 | |
| ANCHOR,SCREW MULTI HELIX, 7' | 3 | EA | \$ 118.00 | \$ 354.00 | |
| ARRESTER,SURGE,DIST,HD,27KV | 6 | EA | \$ 51.33 | \$ 308.00 | |
| BOLT, STUD, 3/4" X 14" | 3 | EA | \$ 5.67 | \$ 17.00 | |
| BOLT,D-A,3/4"X26",C135.1 W/4 S | 3 | EA | \$ 5.67 | \$ 17.00 | |
| BOLT,HEX-HD,1/2"X1&1/2",A307 W | 4 | EA | \$ 0.25 | \$ 1.00 | |
| BOLT,HEX-HD,1/2"X3/4",A307 W/1 | 12 | EA | \$ 0.25 | \$ 3.00 | |
| BOLT,SQ-HEAD, 5/8"X12",C135.1, | 166 | EA | \$ 1.03 | \$ 171.00 | |
| BOLT,SQ-HEAD,5/8"X14",C135.1 W | 74 | EA | \$ 1.15 | \$ 85.00 | |
| BOLT,SQ-HEAD,5/8"X16",C135.1 W | 6 | EA | \$ 1.33 | \$ 8.00 | |
| BOLT,STUD,3/4"X3&11/16" W/1HX | 73 | EA | \$ 2.62 | \$ 191.00 | |
| BRACKET "L" TYPE FOR MTGING AR | 6 | EA | \$ 14.17 | \$ 85.00 | |
| BRACKET,DOWN LEAD 18" LENGTH | 49 | EA | \$ 12.51 | \$ 613.00 | |
| BRACKET,INSULATOR POST 35KV{TU | 3 | EA | \$ 26.00 | \$ 78.00 | |
| BRACKET,SNGL POST INSLTR | 4 | EA | \$ 14.25 | \$ 57.00 | |
| BRACKET,VERTCL 24",PIN OR POS | 63 | EA | \$ 104.65 | \$ 6,593.00 | |
| BRACKET,VERTICAL,POST INSLTR 1 | 3 | EA | \$ 30.33 | \$ 91.00 | |
| BRACKET-LARGE T-ARM-CUTOUT,THR | 1 | EA | \$ 96.00 | \$ 96.00 | |
| BRCKT-HEX NUT,FUSE MTGNG-11" | 2 | EA | \$ 55.00 | \$ 110.00 | |
| CABLE,3/C #4 ALTW,BARNACLES | 4 | LB | \$ 4.00 | \$ 16.00 | |
| CABLE,BARE CU,#4 SOL SD,0.204" | 8 | LB | \$ 3.07 | \$ 23.00 | |
| CABLE,BARE CU,1/0,7 STRAND,HD, | 3 | LB | \$ 4.33 | \$ 13.00 | |
| CABLE,ELECT,SERV DROP,AL,1/0AW | 4 | LB | \$ 1.50 | \$ 6.00 | |
| CLAMP, # 2 DE SHOE | 4 | EA | \$ 6.25 | \$ 25.00 | |
| CLAMP-TRUNNION STIRRUP W/ #2 | 3 | EA | \$ 9.67 | \$ 29.00 | |
| COVERED WIRE, #6 AWG, 7 STRAND | 37 | FT | \$ 0.51 | \$ 19.00 | |
| CUTOUT, LINKBREAK, 35KV, 150KV | 6 | EA | \$ 103.67 | \$ 622.00 | |
| FUSE,LIMITING,CURRENT,12K,BACK | 6 | EA | \$ 41.17 | \$ 247.00 | |
| GUARD, GUY 8' LENGTH, PLASTIC | 3 | EA | \$ 4.67 | \$ 14.00 | |
| Helix Eye, ASSMBLY,TRIPLEYE GU | 3 | EA | \$ 24.67 | \$ 74.00 | |
| INSLTR, PIN,1" HOLE,F-NECK,ANS | 16 | EA | \$ 4.63 | \$ 74.00 | |
| INSLTR, PORC, CLAMPTOP, 57-13, | 3 | EA | \$ 56.00 | \$ 168.00 | |
| INSLTR, PORC, POST, 57-2, F-NE | 73 | EA | \$ 16.49 | \$ 1,204.00 | |
| INSULATOR, GUY STRAIN, 15000LB | 30 | EA | \$ 15.07 | \$ 452.00 | |
| INSULATOR, GUY, 21000 LB | 9 | EA | \$ 48.44 | \$ 436.00 | |
| INSULATOR,35KV,DEADEND,POLYMER | 18 | EA | \$ 13.89 | \$ 250.00 | |
| PIN, POLE TOP, 1" HEAD, 18" LO | 16 | EA | \$ 5.56 | \$ 89.00 | |
| *PIPE,GALV,1-1/4",SCH 40,ASTM A | 40 | FT | \$ 5.48 | \$ 219.00 | |
| POLE EYE PLATE/GUY HOOK COMBIN | 9 | EA | \$ 4.78 | \$ 43.00 | |
| POLE,WOOD,55',CLASS 2,PINE,CRE | 22 | EA | \$ 649.91 | \$ 14,298.00 | |
| POLE,WOOD,60',CLASS H2,PINE,CR | 1 | EA | \$ 1,401.00 | \$ 1,401.00 | |
| RACK, MEDIUM DUTY CLUSTER | 1 | EA | \$ 150.00 | \$ 150.00 | |
| ROD,EXTNSN 1&1/2"SQX5' | 3 | EA | \$ 46.67 | \$ 140.00 | |
| SIDE TIE "F" NECK 600AAC CNDCT | 15 | EA | \$ 2.93 | \$ 44.00 | |
| STRAIN CLAMP, 600AAC, STRGHT L | 15 | EA | \$ 11.00 | \$ 165.00 | |
| STRAIN CLAMP,4/0-336AAC,STRGHT | 3 | EA | \$ 8.00 | \$ 24.00 | |
| SWITCH,INTERRUPTER 34.5KV 600A | 1 | EA | \$ 3,132.00 | \$ 3,132.00 | |
| TIE,SIDE LINE INSULATOR #4/OAA | 4 | EA | \$ 3.25 | \$ 13.00 | |

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 WORK ORDER 80246191 ESTIMATE

| DESCRIPTION | QTY | UNIT | COST | SUBTOTAL | TOTAL |
|---|-------|------|-----------|--------------|-----------------------------|
| TIE, TOP LINE INSULATOR #4/0AAA | 16 | EA | \$ 2.69 | \$ 43.00 | |
| TIE, TOP LINE INSULATOR 600MCM | 42 | EA | \$ 2.38 | \$ 100.00 | |
| TRF, 1PH 10KVA 19920-120/240V | 1 | EA | \$ 521.00 | \$ 521.00 | |
| TRF, 1PH 15KVA 19920-120/240V | 1 | EA | \$ 627.00 | \$ 627.00 | |
| TRF, 1PH 25KVA 19920-120/240V | 1 | EA | \$ 661.00 | \$ 661.00 | |
| TRF, 1PH 50KVA 19920-277V TAPS | 3 | EA | \$ 943.33 | \$ 2,830.00 | |
| WASHER, SPRING, 3/4" | 252 | EA | \$ 1.81 | \$ 456.00 | |
| WIRE, 2 AAAC, 0.315" | 49 | LB | \$ 1.88 | \$ 92.00 | |
| WIRE, #4 COPPER CLAD/COPPERWELD | 36 | LB | \$ 4.36 | \$ 157.00 | |
| WIRE, #6 COPPER, 7-STRAND BARE | 6 | LB | \$ 3.00 | \$ 18.00 | |
| WIRE, 4/0 AAAC | 1,108 | LB | \$ 1.60 | \$ 1,773.00 | |
| WIRE, 600MCM AAC, MEADOWSWEET, 0. | 8,072 | LB | \$ 1.56 | \$ 12,592.00 | |
| WIRE, CONDUCTOR, 4/0 AL POLY, 7-5 | 20 | LB | \$ 1.50 | \$ 30.00 | |
| *WIRE, GUY, GALV STEEL, 3/8", 7 STR | 384 | FT | \$ 0.20 | \$ 77.00 | |
| TOTAL MATERIALS | | | | | \$ 52,258.00 |
| CONTRACTOR EXPENSE-LABOR | | | | | \$ 62,592.61 |
| CONTRACTOR EXPENSE-TECHNICAL SERVICES | | | | | \$ 1,500.00 |
| CONSTRUCTION OVERHEAD | | | | | \$ 27,002.53 |
| STORES OVERHEAD | | | | | \$ 13,453.33 |
| <u>WORK ORDER 80246191 ESTIMATE TOTALS</u> | | | | | <u>\$ 156,806.47</u> |

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 WORK ORDER 79407461 ESTIMATE

| DESCRIPTION | QTY | UNIT | COST | SUBTOTAL | TOTAL |
|---|-----|------|-----------|-------------|----------------------------|
| Materials | | | | | |
| BOLT,SQ-HEAD, 5/8"X12",C135.1, | 21 | EA | \$ 1.05 | \$ 22.00 | |
| BOLT,SQ-HEAD,5/8"X14",C135.1 W | 12 | EA | \$ 1.17 | \$ 14.00 | |
| BOLT,STUD,3/4"X3&11/16" W/1HX | 9 | EA | \$ 2.56 | \$ 23.00 | |
| BRACKET,DOWN LEAD 18" LENGTH | 9 | EA | \$ 12.44 | \$ 112.00 | |
| BRACKET,INSULATOR POST 35KV(TU | 9 | EA | \$ 25.56 | \$ 230.00 | |
| INSLTR, PIN,1" HOLE,F-NECK,ANS | 3 | EA | \$ 4.67 | \$ 14.00 | |
| INSLTR, PORC, POST, 57-2, F-NE | 9 | EA | \$ 15.89 | \$ 143.00 | |
| PIN, POLE TOP, 1" HEAD, 18" LO | 3 | EA | \$ 5.67 | \$ 17.00 | |
| POLE,WOOD,55',CLASS 2,PINE,CRE | 3 | EA | \$ 627.67 | \$ 1,883.00 | |
| SIDE TIE "F" NECK 600AAC CNDCT | 9 | EA | \$ 2.78 | \$ 25.00 | |
| TIE, TOP LINE INSULATOR #4/OAAA | 3 | EA | \$ 2.67 | \$ 8.00 | |
| WASHER,SPRING,3/4" | 33 | EA | \$ 1.85 | \$ 61.00 | |
| WIRE, 2 AAAC,0.316" | 9 | LB | \$ 1.89 | \$ 17.00 | |
| WIRE,#4 COPPER CLAD/COPPERWELD | 5 | LB | \$ 4.22 | \$ 19.00 | |
| TOTAL MATERIALS | | | | | \$ 2,588.00 |
| CONTRACTOR EXPENSE-LABOR | | | | | \$ 11,955.50 |
| CONTRACTOR EXPENSE-TECHNICAL SERVICES | | | | | \$ 656.00 |
| CONSTRUCTION OVERHEAD | | | | | \$ 3,315.39 |
| STORES OVERHEAD | | | | | \$ 738.00 |
| <u>WORK ORDER 79407461 ESTIMATE TOTALS</u> | | | | | <u>\$ 19,252.89</u> |

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 WORK ORDER 79668771 ESTIMATE

| DESCRIPTION | QTY | UNIT | COST | SUBTOTAL | TOTAL |
|---------------------------------|-----|------|-------------|-------------|-------|
| Materials | | | | | |
| ANCHOR,SCREW MULTI HELIX, 7' | 5 | EA | \$ 112.00 | \$ 560.00 | |
| ARRESTER,SURGE,DIST,HD,27KV | 5 | EA | \$ 51.20 | \$ 256.00 | |
| BOLT, STUD, 3/4" X 14" | 2 | EA | \$ 5.50 | \$ 11.00 | |
| BOLT,D-A,3/4"X26",C135.1 W/4 S | 6 | EA | \$ 6.00 | \$ 36.00 | |
| BOLT,HEX-HD,1/2"X1&1/2",A307 W | 3 | EA | \$ 0.33 | \$ 1.00 | |
| BOLT,HEX-HD,1/2"X3/4",A307 W/1 | 10 | EA | \$ 0.30 | \$ 3.00 | |
| BOLT,SQ-HEAD, 5/8"X12",C135.1, | 102 | EA | \$ 1.03 | \$ 105.00 | |
| BOLT,SQ-HEAD,5/8"X14",C135.1 W | 73 | EA | \$ 1.15 | \$ 84.00 | |
| BOLT,SQ-HEAD,5/8"X16",C135.1 W | 12 | EA | \$ 1.33 | \$ 16.00 | |
| BOLT,STUD,3/4"X3&11/16" W/1HX | 54 | EA | \$ 2.59 | \$ 140.00 | |
| BRACKET "L" TYPE FOR MTGING AR | 5 | EA | \$ 14.20 | \$ 71.00 | |
| BRACKET,DOWN LEAD 18" LENGTH | 39 | EA | \$ 12.51 | \$ 488.00 | |
| BRACKET,INSULATOR POST 35KV(TU | 3 | EA | \$ 25.67 | \$ 77.00 | |
| BRACKET,SINGL POST INSLTR | 6 | EA | \$ 16.00 | \$ 96.00 | |
| BRACKET,VERTCL 24",PIN OR POS | 45 | EA | \$ 94.51 | \$ 4,253.00 | |
| BRACKET-LARGE T-ARM-CUTOUT,THR | 1 | EA | \$ 96.00 | \$ 96.00 | |
| BRCKT-HEX NUT,FUSE MTGNG-11" | 2 | EA | \$ 55.00 | \$ 110.00 | |
| CABLE,BARE CU,#4 SOL SD,0.204" | 11 | LB | \$ 3.09 | \$ 34.00 | |
| CABLE,BARE CU,1/0,7 STRAND,HD, | 6 | LB | \$ 4.33 | \$ 26.00 | |
| CABLE,ELECT,SEC,AL,4/0AWG,3/C | 8 | LB | \$ 1.75 | \$ 14.00 | |
| CABLE,ELECT,SERV DROP,AL,1/0AW | 4 | LB | \$ 1.50 | \$ 6.00 | |
| CLAMP, # 2 DE SHOE | 8 | EA | \$ 6.38 | \$ 51.00 | |
| CLAMP-TRUNNION STIRRUP W/ #2 | 2 | EA | \$ 9.50 | \$ 19.00 | |
| COVERED WIRE, #6 AWG, 7 STRAND | 31 | FT | \$ 0.52 | \$ 16.00 | |
| CUTOUT, LINKBREAK, 35KV, 150KV | 5 | EA | \$ 104.00 | \$ 520.00 | |
| FUSE,LIMITING,CURRENT,12K,BACK | 5 | EA | \$ 41.40 | \$ 207.00 | |
| GUARD, GUY 8' LENGTH, PLASTIC | 5 | EA | \$ 4.80 | \$ 24.00 | |
| Helix Eye, ASSMBLY,TRIPLEYE GU | 5 | EA | \$ 24.60 | \$ 123.00 | |
| INSLTR, PIN,1" HOLE,F-NECK,ANS | 7 | EA | \$ 4.57 | \$ 32.00 | |
| INSLTR, PORC, CLAMPTOP, 57-13, | 2 | EA | \$ 56.00 | \$ 112.00 | |
| INSLTR, PORC, POST, 57-2, F-NE | 54 | EA | \$ 16.41 | \$ 886.00 | |
| INSULATOR, GUY STRAIN, 15000LB | 50 | EA | \$ 15.02 | \$ 751.00 | |
| INSULATOR, GUY, 21000 LB | 15 | EA | \$ 51.00 | \$ 765.00 | |
| INSULATOR,35KV,DEADEND,POLYMER | 27 | EA | \$ 13.85 | \$ 374.00 | |
| LUG, TERMINAL-ADAPTER/336 MCM | 7 | EA | \$ 12.57 | \$ 88.00 | |
| PIN, POLE TOP, 1" HEAD, 18" LO | 7 | EA | \$ 5.57 | \$ 39.00 | |
| *PIPE,GALV,1-1/4",SCH 40,ASTM A | 80 | FT | \$ 5.48 | \$ 438.00 | |
| POLE EYE PLATE/GUY HOOK COMBIN | 15 | EA | \$ 4.80 | \$ 72.00 | |
| POLE,WOOD,55',CLASS 2,PINE,CRE | 14 | EA | \$ 679.43 | \$ 9,512.00 | |
| POLE,WOOD,60',CLASS H2,PINE,CR | 4 | EA | \$ 1,400.75 | \$ 5,603.00 | |
| RACK, MEDIUM DUTY CLUSTER | 1 | EA | \$ 147.00 | \$ 147.00 | |
| ROD,EXTNSN 1&1/2"SQX5' | 5 | EA | \$ 46.00 | \$ 230.00 | |
| SIDE TIE "F" NECK 600AAC CNDCT | 21 | EA | \$ 2.95 | \$ 62.00 | |
| STRAIN CLAMP, 600AAC, STRGHT L | 21 | EA | \$ 11.00 | \$ 231.00 | |
| STRAIN CLAMP,4/0-336AAC,STRGHT | 3 | EA | \$ 8.00 | \$ 24.00 | |
| SWITCH,INTERRUPTER 34.5KV 600A | 2 | EA | \$ 3,132.50 | \$ 6,265.00 | |
| TIE,SIDE LINE INSULATOR #4/OAA | 6 | EA | \$ 3.17 | \$ 19.00 | |

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
 FORT BEND COUNTY
 OVERHEAD DISTRIBUTION LINE ADJUSTMENT/RELOCATION - U0024
 FM 1093 WESTPARK EXTENSION - PHASE II
 CSJ - 0543-02-063
 WORK ORDER 79668771 ESTIMATE

| DESCRIPTION | QTY | UNIT | COST | SUBTOTAL | TOTAL |
|---|--------|------|-------------|-------------|-----------------------------|
| TIE, TOP LINE INSULATOR #4/0AAA | 7 | EA | \$ 2.71 | \$ 19.00 | |
| TIE, TOP LINE INSULATOR 600MCM | 12 | EA | \$ 2.42 | \$ 29.00 | |
| TRF, 1PH 100KVA 19920-277V TAP | 3 | EA | \$ 1,645.67 | \$ 4,937.00 | |
| TRF, 1PH 25KVA 19920-120/240V | 1 | EA | \$ 661.00 | \$ 661.00 | |
| TRF, 1PH 50KVA 19920-120/240V | 1 | EA | \$ 943.00 | \$ 943.00 | |
| WASHER, SPRING, 3/4" | 195 | EA | \$ 1.82 | \$ 355.00 | |
| WIRE, 2 AAAC, 0.316" | 39 | LB | \$ 1.82 | \$ 71.00 | |
| WIRE, #4 COPPER CLAD/COPPERWELD | 28.5 | LB | \$ 4.32 | \$ 123.00 | |
| WIRE, #6 COPPER, 7-STRAND BARE | 5 | LB | \$ 3.00 | \$ 15.00 | |
| WIRE, 4/0 AAAC | 392.6 | LB | \$ 1.58 | \$ 620.00 | |
| WIRE, 600MCM AAC, MEADOWSWEET, 0. | 2859.7 | LB | \$ 1.52 | \$ 4,347.00 | |
| WIRE, CONDUCTOR, 336.4 MCM AL PO | 20 | LB | \$ 1.50 | \$ 30.00 | |
| *WIRE, GUY, GALV STEEL, 3/8", 7 STR | 640 | FT | \$ 0.20 | \$ 128.00 | |
| TOTAL MATERIALS | | | | | \$ 45,371.00 |
| CONTRACTOR EXPENSE-LABOR | | | | | \$ 37,976.09 |
| CONTRACTOR EXPENSE-TECHNICAL SERVICES | | | | | \$ 1,500.00 |
| CONSTRUCTION OVERHEAD | | | | | \$ 20,052.30 |
| STORES OVERHEAD | | | | | \$ 11,547.43 |
| <u>WORK ORDER 79668771 ESTIMATE TOTALS</u> | | | | | <u>\$ 116,446.82</u> |

EXHIBIT C

**SCHEDULE OF WORK AND ESTIMATED DATE OF
COMPLETION**

Estimated Start Date:

Construction to begin within 90 working days once the proposed ROW is acquired, staked and cleared, but not before the date of the Utility Agreement approval and formal notification to commence construction. If the Agreement is executed and all ROW is staked and cleared by October 11th, 2017, then the proposed construction start date is November 22nd, 2017. This date is contingent upon a formal notice to commence construction by October 11th, 2017 and is barring all events that would hinder a steady work pace including but not limited to catastrophic events that require emergency CNP response action and/or other restraints caused by regular inclement weather.


Estimated Duration:

Mobilization to clean-up and weather permitting, duration will be 42 days after start date.

Estimated Completion:

Actual completion date is contingent upon the date of the Utility Agreement approval and formal notification to commence construction. The estimated construction completion date for this project is January 4th, 2018.


Date
10/4/17
Fort Bend County


Initial
Date
10/2/17
CenterPoint Energy



CenterPoint Energy
P.O. Box 1700
Houston, Texas 77251-1700
CenterPointEnergy.com

October 2, 2017

Richard Stolleis
Fort Bend County
301 Richmond Street, Ste. 719
Richmond, Texas 77469

**Re: Utility Agreement U-0024
Fort Bend County, Texas
CCSJ No. 0543-02-063
FM 1093 WestPark Extension Project Phase II (Overhead Distribution)**

ATTN: Michael Kaspar

Dear Mr. Stolleis:

Enclosed are two original copies of CenterPoint Energy Houston Electric, LLC's contractual agreement U-0024. This agreement covers the estimated reimbursement of CenterPoint Energy Houston Electric LLC's expenses for relocating company owned overhead distribution facilities required to accommodate the widening of FM 1093 Phase II, from FM359/FM 1463 to east of the future Texas Heritage Parkway in Fort Bend County, Texas. Upon execution of the agreement by Fort Bend County, please return one signed copy for our files.

Should you have any questions or require additional information, please contact:
Carol Balwant at 713-207-6711; carol.balwant@centerpointenergy.com

Sincerely,

A handwritten signature in blue ink that reads "Jesus A. Guerra".

Jesus A. Guerra
Manager
Electric Facilities Programs & Services

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CenterPoint Energy Houston Electric, LLC.
Houston, TX United States

Certificate Number:
2017-264636

Date Filed:
09/25/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

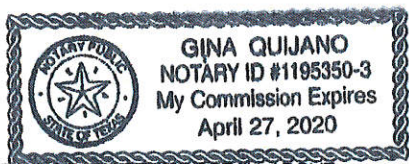
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23381-09/25/2017
Utility Relocation regarding FM 1093/Westpark (Phase II), Mobility Bond Project No. 748

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Max E. Mitchell
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Max E. Mitchell, this the 3rd day of October, 20 17, to certify which, witness my hand and seal of office.

Gina Quijano
Signature of officer administering oath

Gina Quijano
Printed name of officer administering oath

Exec. Assistant
Title of officer administering oath



CenterPoint Energy

P.O. Box 1700
Houston, Texas 77251-1700
CenterPointEnergy.com

October 2, 2017

Richard Stolleis
Fort Bend County
301 Richmond Street, Ste. 719
Richmond, Texas 77469

**Re: Utility Agreement U-0024
Fort Bend County, Texas
CCSJ No. 0543-02-063
FM 1093 WestPark Extension Project Phase II (Overhead Distribution)**

ATTN: Michael Kaspar

Dear Mr. Stolleis:

Enclosed are two original copies of CenterPoint Energy Houston Electric, LLC's contractual agreement U-0024. This agreement covers the estimated reimbursement of CenterPoint Energy Houston Electric LLC's expenses for relocating company owned overhead distribution facilities required to accommodate the widening of FM 1093 Phase II, from FM359/FM 1463 to east of the future Texas Heritage Parkway in Fort Bend County, Texas. Upon execution of the agreement by Fort Bend County, please return one signed copy for our files.

Should you have any questions or require additional information, please contact:
Carol Balwant at 713-207-6711; carol.balwant@centerpointenergy.com

Sincerely,

A handwritten signature in blue ink that reads "Jesus A. Guerra".

Jesus A. Guerra
Manager
Electric Facilities Programs & Services

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-264636

Date Filed:
09/25/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy Houston Electric, LLC.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

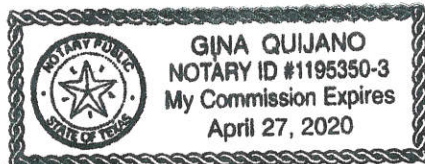
23381-09/25/2017
Utility Relocation regarding FM 1093/Westpark (Phase II), Mobility Bond Project No. 748

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Max E. Mitchell
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Max E. Mitchell, this the 3rd day of October, 2017, to certify which, witness my hand and seal of office.

Gina Quijano
Signature of officer administering oath

Gina Quijano
Printed name of officer administering oath

Exec. Assistant
Title of officer administering oath