

Utility Construction Services Agreement

This Utility Construction Services Agreement (this “Agreement”) is entered into as of the 22nd day of August 2023 between CenterPoint Energy Houston Electric, LLC (“CenterPoint Energy”) and Fort Bend 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. Subject to its receipt of the Estimated Amount described in Section 3 hereof, 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 (b) may be further described in an attachment to this Agreement labeled Exhibit A. An Exhibit A ☒ is or ☐ is not attached to this Agreement as of the date hereof (*check one*).

3. Customer Upfront Payment. Customer agrees to pay the cost of the Construction Services described in this Agreement. CenterPoint Energy estimates the cost of the Construction Services to be \$57,519.00 (the “Estimated Amount”). Customer shall pay the Estimated Amount to CenterPoint Energy prior to CenterPoint Energy’s commencement of the Construction Services. Except as otherwise provided in Section 4 hereof, Customer’s payment of the Estimated Amount is non-refundable.

4. True-Up. After completion of the Construction Services described in this Agreement:
(a) If the actual cost of the Construction Services is less than the Estimated Amount paid by Customer, CenterPoint Energy will refund or credit the difference to Customer;
(b) If the actual cost of the Construction Services is more than the Estimated Amount paid by Customer, CenterPoint Energy will invoice Customer, and Customer will pay CenterPoint Energy, the difference.

5. 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 6 months after CenterPoint Energy’s completion of the Construction Services.

6. 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.

7. 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.

8. 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 of the parties.

9. 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.

10. 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.

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**

[INSERT CUSTOMER'S NAME]

By: Ed Hulsey
(Signature)

By: _____
(Signature)

Ed Hulsey
(Name)

KP George
(Name)

Staff Service Consultant
(Title)

County Judge
(Title)

Exhibit A:

