

AGENDA ITEM

23B

ARF-3022

REGULAR SESSION AGENDA

Date: 02/22/2011

CenterPoint Facilities Extension Agmt

Submitted For:

Don Brady

Facilities Management & Planning

Submitted By: Laura Dougherty,
Facilities
Management &
Planning

Department: Facilities Management & Planning

Type of Item: Discussion Item

Renewal Agreement/
Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y/N?: Y

Information

SUMMARY OF ITEM

Deliberate and take all appropriate action on the Facilities Extension Agreement with CenterPoint Energy (CNP) for Electrical Services pertaining to the University Branch Library.

SPECIAL HANDLING

Attachments

Link: CenterPoint FEA

2-24-11 copy received

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

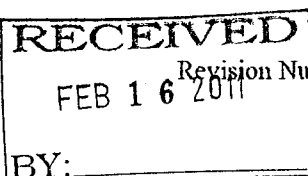
This Facilities Extension Agreement is entered into by and between _____
Fort Bend County, herein called "Retail
Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter
referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade,
conversion, relocation, de-energization or removal of Company's Delivery System, 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 _____
14010 University Blvd.; Sugarland, TX 77479

The Company agrees to accept payment of _____ \$12,700 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: CUSTOMER RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN
STANDARD OVERHEAD SERVICE AND REQUESTED UNDERGROUND SERVICE.
THERE ARE NO OVERTIME PREMIUMS INCLUDED WITHIN THIS COST
DIFFERENCE.

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.
- Extension of service facilities is contingent on acquisition of all necessary easements and
rights of way



CenterPoint Energy Houston Electric, LLC


Applicable: Entire Service Area

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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

By 

Adewemimo Oyekenu

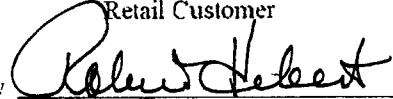
(name printed or typed)

Title Project Manager

Date 2/3/11

Fort Bend County

Retail Customer

By 

Robert Hebert

(name printed or typed)

Title County Judge

Date February 22, 2011

EXPIRATION DATE ATTACHMENT

This addendum is attached to a *Facilities Extension Agreement*, for work or service to be performed at the following location:

14010 University Blvd.; Sugarland, TX 77479

The estimate of costs provided by CenterPoint Energy on the parent document is valid for a period of one year from the date the agreement is signed by an authorized agent of the Company. After expiration of the one year period, a new cost estimate must be prepared and a new agreement, as to the cost and scope of the work to be performed by the Company, must be reached between the parties before the Company is obligated to proceed with the work under this agreement.