

**AGREEMENT FOR GAS INSTALLATION  
BY TEXAS GAS SERVICE COMPANY**

This Agreement is made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Texas Gas Service Company, a division of ONE Gas, Inc., an Oklahoma corporation ("TGS"), and the following named "Applicant:"

<b>Applicant's Name:</b>	Hidalgo County
<b>Applicant's Address:</b>	100 E. Cano 2 <sup>nd</sup> Floor, Edinburg, Texas, 78539
<b>Service Site/Extension Area:</b>	Precinct 1 Administration Bldg., 1902 Joe Stephens Ave., Weslaco, Texas
<b>Facilities Requested:</b>	The installation of 100 feet of service pipe to serve 1 Public Authority meters. Maximo WO # 2020-1000356767

Description	Applicant's Cost
Materials, Construction, Design & Inspection	\$00.00
<b>Total</b>	<b>\$00.00</b>

WHEREAS, Applicant desires that TGS provide natural gas utility service to the Service Site or Extension Area(as described above); and

WHEREAS, the provision of gas service to the Service Site or Extension Area will require the installation of the "Facilities Requested" (as described above) within public utility rights of way and/or private rights of way, along with service stubs at each delivery site within the Service Site or Extension Area as further described on the Design Plans attached hereto as Exhibit A and incorporated herein by reference (gas service lines, main lines, meter loops and service stubs described above are collectively referred to as the "Facilities");

NOW, THEREFORE, in order to induce TGS to extend natural gas utility service to the Service Site or Extension Area, it is agreed as follows.

**1. Payment of Extension Expenses; Commencement Date.** Applicant agrees to pay to TGS the total "Applicant's Cost" price set forth above prior to commencement of the installation by TGS. After receipt of payment of the Applicant's Cost, installation, relocation, or replacement of the Facilities shall be commenced and completed as soon as is practicable.

**2. Delays in Construction; Termination.** TGS shall not be responsible for delays in construction or installation of any Facilities caused by TGS' inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond TGS' reasonable control.

In the event the payment described at paragraph 1 above has not been made within 30 days from the date TGS executes this Agreement, or if for any reason beyond TGS' control TGS has not commenced construction of the gas service facilities within 60 days after TGS' execution hereof, TGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) redetermine the cost of the facility installation and adjust the amount of payment to be made by Applicant in accordance with such cost; or (3) install the Facilities pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement pursuant to this paragraph, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.

**3. Ownership of Gas Lines and Equipment.** All Facilities constructed and/or installed by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein. The Facilities constructed and/or installed by Applicant and inspected and accepted by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein.

**4. Additional Terms and Conditions.** This Agreement shall contain the terms and conditions set forth in the following attachments, which are incorporated herein by reference:

Exhibit A: Design Plans  
Addendum 1: Construction

**5. PIC Construction.** If Applicant desires to cause the Facilities to be constructed by a third party (as indicated by circling "Yes" below), then (i) the PIC Construction Guidelines are attached hereto as Addendum [4] and are incorporated herein by reference and (2) the PIC insurance requirements are attached hereto as Addendum [5] and are incorporated herein by reference.

PIC Construction Applicable? No

**6. Miscellaneous.** The parties further agree as follows:

6.1 No Waiver by Failure to Act. Neither any failure nor any delay on the part of TGS in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right by TGS. Payment of any sum by TGS to Applicant with or without knowledge of a breach shall not be deemed a waiver of the breach or any other breach.

6.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of TGS' Manager of Regional Engineering, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

6.3 Entire Agreement. This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. TGS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, AGREEMENTS OR WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.

6.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

6.7 Attorneys' Fees. In the event either TGS or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by Court and not by jury.

6.8 Headings; Interpretation. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

6.10 Waiver of Consumer Rights Under Texas' Deceptive Trade Practices Act: APPLICANT HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF APPLICANT'S OWN SELECTION, APPLICANT VOLUNTARILY CONSENTS TO THIS WAIVER. **To the extent permitted under the Constitution and laws of the State of Texas**

6.11 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY,  
a division of ONE Gas, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed name                      Title

Date Signed: \_\_\_\_\_

**Hidalgo County**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed name                      Title

Date Signed: \_\_\_\_\_

## ADDENDUM 1

### CONSTRUCTION

**1. Coordination of Construction Activities - Applicant.** Applicant shall perform or cause to be performed the following acts prior to installation of the Facilities Requested, and shall provide evidence of completion to TGS as requested by TGS:

**1.1 Property Rights/Access.** Applicant shall provide a suitable right of way or easement for placement of the natural gas line and appurtenances. The right of way or easement shall be free from known environmental conditions and of sufficient width and rights of ingress and egress for the natural gas facilities.

**1.2 Notice.** Execution of this Agreement by Applicant and payment of the Applicant Cost shall serve as notice that Applicant desires to have TGS commence installation of the gas distribution facilities described in Facilities Requested. Notwithstanding the foregoing, Applicant must notify TGS when it believes it has achieved Site Readiness (defined below). TGS will confirm Site Readiness within 15 calendar days from such notice by Applicant.

**1.3 Site Readiness: TGS cannot construct facilities until "Site Readiness" is achieved. A construction site for a new facility (i.e. new building) is ready when: Site development permit with limits of construction inclusive of gas installation per the Plans is obtained from appropriate agency, grading and staking are complete, water and wastewater systems have been installed, and area for gas installation per the Plans is clear and accessible, A construction site for an existing facility that requires relocation, replacement, or a new service is ready when: staking is complete, area for the gas installation per the Plans is clear and accessible, owner has notified tenants of work, and traffic control has been coordinated if applicable. If applicable for commercial sites, the external plumbing kick out must be installed and desired riser location marked per the attached diagram below in Section 6.**

**1.4 Plans.** Applicant has provided to TGS a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the yard line is to be connected to the internal piping of such structures (the "Design Plans"), a copy of which is attached hereto as Exhibit A and incorporated hereby reference. Applicant acknowledges that TGS designed the Facilities based on the Design Plans provided by Applicant.

**1.5 Grading and Staking.** Prior to commencement of installation of the Facilities Requested, Applicant shall grade to subgrade  $\pm$  .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed.

**In the event that the Applicant must grade after the installation of gas infrastructure, TGS must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.**

**1.6 Water/Wastewater Systems.** Applicant shall ensure that all water, wastewater and sewer construction has been completed and tested prior to commencement of work on the Requested Facilities by TGS.

**1.7 Other Installations.** Applicant shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Facilities Requested until the Facilities Requested have been installed and tested.

**1.8 Coordination of Trenching.** All required pre-blasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the commencement of installation of any underground utility systems.

**1.9 Soil Density.** Applicant shall be responsible for all testing of soil densities and required compactions.

**1.10 Pavement Repairs.** Applicant shall be responsible for the replacement or repair of asphalt and concrete removed by TGS on private property.

**1.11 Additional Depth.** Cover in excess of the amounts set forth below may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.

**2. Depth of Installations.** Installation of natural gas facilities shall conform to the following depth requirements:

**2.1 Mains.** Unless otherwise provided in the Special Conditions, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. Depth of cover shall be measured from the lowest of the ditch sides. When the pipeline ditch is located parallel to and less than five feet (5') from, or crosses a burrow or drainage ditch, the depth of cover shall be measured to the bottom of the burrow or drainage ditch. In areas to be graded after installation of the pipeline, the depth of cover shall be thirty-six inches (36") from the finish grade. If the line traverses rock, the ditch shall be cut to sufficient depth to provide a minimum cover of thirty-six inches (36") from the top of the pipe. If the line traverses shifting sand or sand dunes, the ditch shall be cut to a sufficient depth to provide a minimum cover of sixty inches (60") from the top of the pipe.

**2.2 Service Lines.** Each service line shall be installed with a minimum depth of cover of twenty-four inches (24") from the main to the property line and twenty-four inches (24") from the property line to the structure, and thirty inches (30") in alleys, easements, streets and roads. Should the meter location be at the property line, minimum cover shall be twenty-four inches (24"). In all circumstances, when mandated by governmental agencies, additional cover will be required. Service lines shall be graded uniformly so that any liquids will drain toward the main. Each service line shall be properly supported on undisturbed or well-compacted soil. Sags or pockets are not permitted.

**2.3 Additional Depth.** When mandated by governmental agencies, additional cover may be required. Additional cover requested by Applicant shall be provided at additional cost.

**3. Move In/Move Out.** In the event TGS is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof due to no fault of TGS, Applicant shall reimburse TGS the sum of \$1,500.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

**4. Additional Costs/Changes.** Applicant shall be liable for any expenses incurred by TGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described in Facilities Requested.

**5. Initiation of Gas Service.** TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 3 and 4 above.

**6. Riser/Meter Location Requirements.** A diagram of the riser/meter location requirements are attached hereto and incorporated herein.

