

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

This Agreement is made effective as of _____, 2022 (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:"

Applicant's Name:	County of Hidalgo, <u>Texas</u>
Applicant's Address:	100 E Cano - 2nd Floor Edinburg, TX 77651
Service Site/Extension Area:	1211 S 28th Ave <u>Edinburg</u> Port Neches , TX 78542
Facilities Requested:	The installation of 2080' of main and 90' of service to serve commercial account. (CUE: 33114/MWO: 2022-1000844071)

Description	Applicant's Cost
Materials, Construction, Design & Inspection	\$47,979.00
Total	\$47,979.00

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.

2.1 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.

2.2 Applicant may terminate this Agreement without cause upon sixty (60) days prior written notice; provided that, with respect to such no cause termination, Applicant shall pay TGS all amounts owed under this Agreement for (i) services performed prior to the date of termination, (ii) all non-refundable costs and expenses incurred by TGS for the services and (iii) any and all costs associated with TGS' demobilization from the Service Site.

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. Licenses/Certifications. As a condition of this Agreement, TGS shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the services pursuant to this Agreement. TGS further represents that it is qualified to perform and execute the services described herein. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and TGS shall immediately notify Applicant. Upon Applicant's request, TGS shall provide Applicant with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

7. Insurance. Consistent with its status as an independent contractor and at its sole expense, TGS agrees that throughout the duration of the work under this Agreement, and any extension hereof, it shall provide and maintain any and all insurances required by law and abide by any requirements which are specified pursuant to this Agreement and/or which may be necessary for providing the services under this Agreement or are otherwise required by law. Insurance policies shall cover, but are not limited to, TGS activities and all persons, vehicles, equipment, and property connected with providing services pursuant to this Agreement, including theft and loss. The amount of insurance required shall be in accordance with amounts prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits on TGS's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. TGS is responsible for ensuring all required insurance policies are valid for the duration of the Agreement. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas. TGS shall cause all subcontractors utilized by TGS to also comply with these specifications. TGS shall furnish to the Applicant certificate(s) of coverage, and all renewals throughout the duration of the Agreement, issued by the insurer that such insurance is in full force and effect. TGS shall notify Applicant a minimum of thirty (30) days in advance of the cancellation of all or part of a policy. TGS shall make any other insurance documentation available to Applicant upon request. TGS will be considered in breach of contract should TGS fail to maintain an insurance policy within the minimum limits of liability and requirements identified above while performing services for and under this Agreement and will be subject to default and immediate termination of the Agreement. Additionally, TGS covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

8. Equipment. TGS shall provide a sufficient number of trucks, vehicles, personnel, and equipment available to safely and efficiently provide the services under this Agreement. All trucks or vehicles operated by TGS to perform the services under this Agreement shall contain all equipment required by any authority to operate on streets and roads. All persons employed by TGS who operate trucks, vehicles, or other equipment to perform services under this Agreement shall have the required licenses, qualifications, skills, and expertise to perform such services under this Agreement and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks, vehicles, or other equipment in providing the services under this Agreement.

9. Miscellaneous. The parties further agree as follows:

9.1 **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.

9.2 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.

9.3 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.

9.4 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.

9.5 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. All obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.6 Immunities. Nothing in this Agreement is intended to and Applicant does not hereby waive, release, or relinquish any right to assert any of the defenses Applicant enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign, official or qualified immunity available to Applicant as to any claim or action of any person, entity, or individual against Applicant.

9.7 Independent Contractor. TGS must comply with all applicable Applicant policies that Applicant has provided in writing to TGS and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the services provided by TGS under this Agreement. Notwithstanding the foregoing sentence, TGS represents and maintains that TGS is an independent contractor and is not an employee of the Applicant, or any agency thereof, and represents and warrants that TGS does not desire or request any fringe benefits provided to employees of the Applicant, and/or any agency of the Applicant, including but not limited to benefits associated with Hidalgo County's Civil Service Program. TGS agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received

hereunder. TGS will incur no financial obligation on behalf of the Applicant without prior written approval from the Applicant. Other than as expressly provided herein, TGS will be responsible for all personal and professional expenses.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

[Signature Page Follows]

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: _____

County of Hidalgo

By: _____

Authorized Signatory

Oscar Villarreal

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

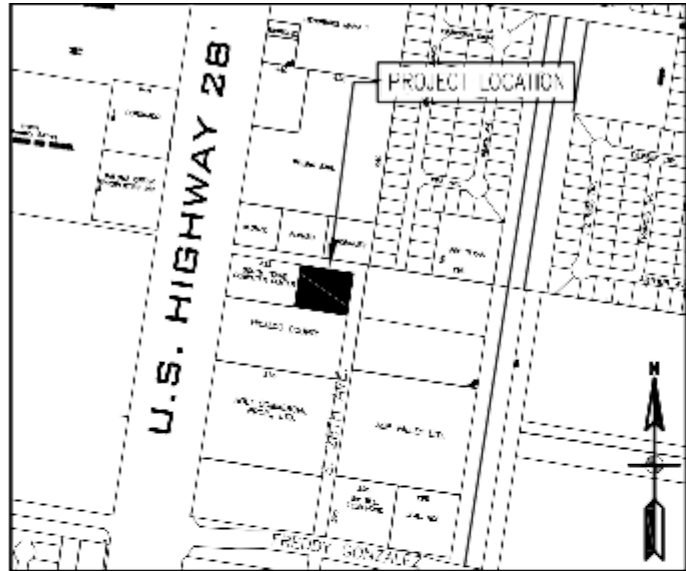
fault of TGS, Applicant shall reimburse TGS the sum of \$1,500.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

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.

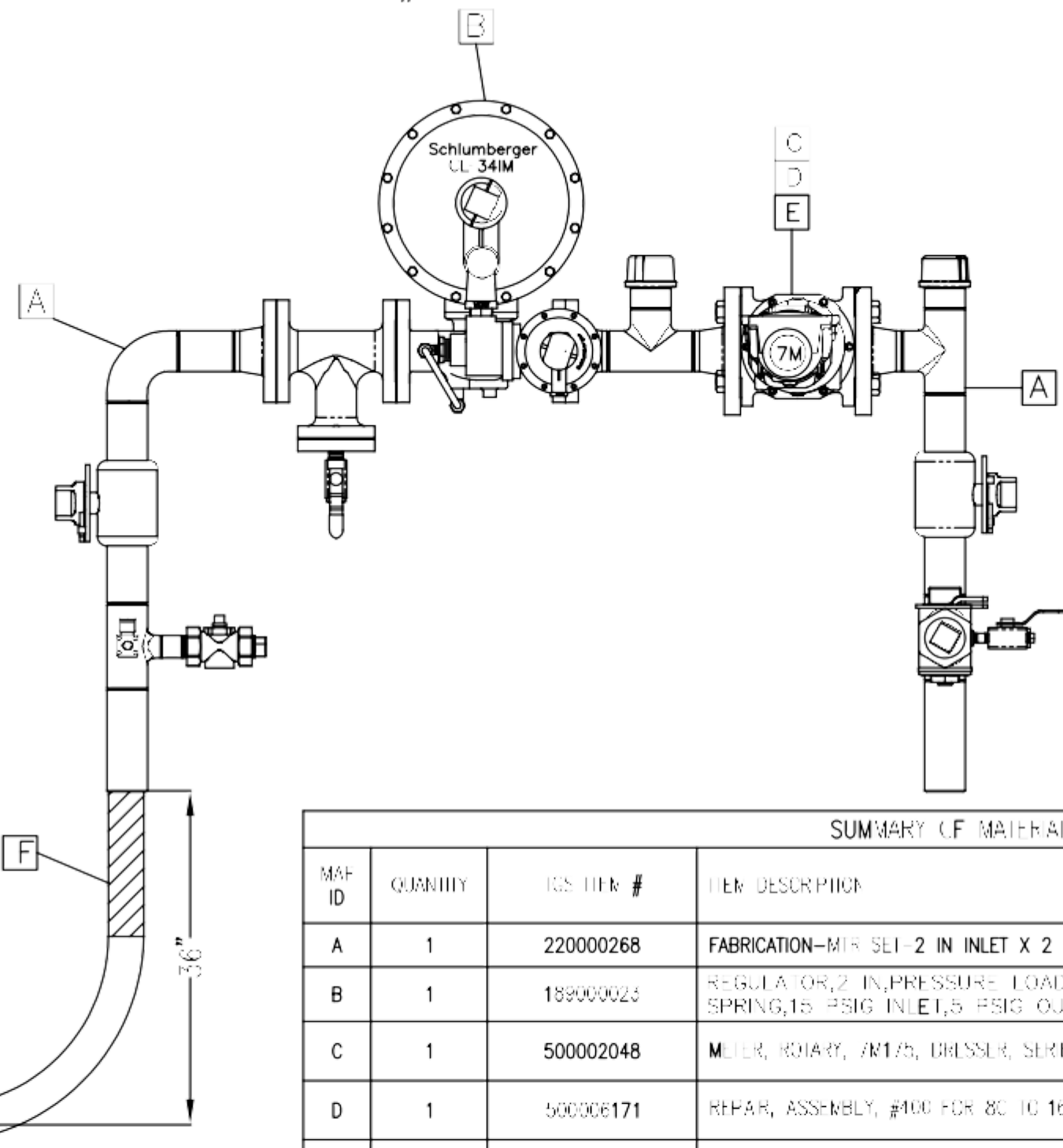
5. Initiation of Gas Service. TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 3 and 4 above.

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

2# DELIVERY



LOCATION MAP
NOT TO SCALE



NOTES

1. PRIOR TO THE INSTALLATION OF U.S. OWNED GAS LINES, IT IS THE CUSTOMER'S RESPONSIBILITY TO GRADE ALL STALLEYS, ALLEYS, HIGHWAYS OR BASEMENTS TO SUBGRADE ± 50 FEET (6 INCHES).
2. ALL SURFACE REPAIRS MADE ON PRIVATE PROPERTY BY TEXAS GAS SERVICE OR ITS AFFILIATES WILL BE TEMPORARY. ALL PERMANENT REPAIRS ARE THE OWNER'S RESPONSIBILITY.
3. CONTRACTOR TO CONTACT TEXAS GAS SERVICE PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES WHEN APPLICABLE.
4. DETERMINATION OF GRADE FOR GAS MAINS AT STREET CROSSINGS IS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
5. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
6. #14 COPPER BOND WIRE TO BE PLACED IN BOTTOM OF TRENCH PARALLEL TO MAINS & SERVICES. ALL WIRE JOINTS SHALL BE IN ACCORDANCE WITH TGS STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
7. MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
8. DEVELOPER OF THIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH ACHESD AND TEXAS GAS SERVICE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL SUPPORT EXPOSED UTILITIES AS NECESSARY TO PREVENT DAMAGE.
10. 5/8" ANCHOR SHALL BE INSTALLED IN TRACER WIRE. TRACER WIRE WILL NOT BE HELD IN WRAPPED STEEL MAIN.
11. ALL STEPS MUST BE MARKED BY A 4" POLYETHYLENE SLEEVE WHICH IS 4" IN LENGTH. THE STEPS CAN BE MARKED UP AT TEXAS GAS SERVICE. DUNE E. GRIMES, FAVINBUR, TEXAS TGS, WILL REMOVE THE SLEEVE AT THE TIME OF YEAR LINE INSTALLATION.
12. ALL BORES WILL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.
13. ALL DISTANCES AND DIMENSIONS ARE APPROXIMATED.
14. THE NATURAL COMMISSION OF TEXAS IS REQUIRING GAS UTILITIES TO RECORD THE LOCATION OF ALL BURIED PIPE BY PRINT. AS A RESULT OF THIS NEW REQUIREMENT, THE CONTRACTOR WILL BE REQUIRED TO DOCUMENT CERTAIN SPECIFIC INFORMATION WITH THE PIPE INSTALLED IN YOUR SUBDIVISION.
15. AGE OF PIPE MUST BE LESS THAN 2 YEARS PRIOR TO INSTALLATION.
16. CASING REQUIRED FOR ALL MAINS ON PRIVATE PROPERTY.

SUMMARY OF MATERIALS FOR METER STATION

MAP ID	QUANTITY	TGS ITEM #	ITEM DESCRIPTION
A	1	220000268	FABRICATION—MIR SET—2 IN INLET X 2 IN OULET—SI—CORR—IND STD DRIVE W 2 IN TEE STRR
B	1	189000023	REGULATOR, 2 IN, PRESSURE LOADED, CI, EFF, ANSI 125 CL 34 2IM, IRON, PILOT OP, GREEN SPRING, 15 PSIG INLET, 5 PSIG OULET, 0.75 IN ORIFICE, MONITOR SET POINT 7 PSIG
C	1	500002048	METER, ROTARY, 1/1 1/2, BRESSLER, SERIES B ELECTRONIC IC WITH AVR BRACKET FOR IRON (ETC/AVR)
D	1	500006171	REPAIR, ASSEMBLY, #100 FOR 80 TO 16M, ETC WITH IRON AVR SERIES B METERS
E	1	600000527	MEASUREVENT—REMOTE MONITORING AUTOMATED METER READING DEVCLE, IRON ENSCAN (ERT), FOR PULSE OUTPUT COMMERCIAL METERS
F	1	110000110	FITTINGS—SV RSR—2 IN X 2 IN IPS—ST X PE—THRD X FCS—0.216 IN WT—DR 11—MD—14 IN X 37.5 IN—FEE
			MISC. MATERIAL
	5	240000783	CORROSION CONTROL—COATING—6 IN X 9 FT ROLL—WRAP—MICROCRYST WAX—ABV AND BLW GRD—TEMCOAT NO 2—BROWN

CONTACT CORROSION DEP TO VERIFY IF RESISTANCE READING IS GREATER THAN OR EQUAL TO -850 mV

Z:\Common\ENGINEERING\Projects (Capital - O&M)\Hidalgo County\Edinburg (2022-1000844071) - 1211 S 12TH AVE - CDBG-CV HC HEALTH FACILITY\DESIGN\FINAL\7M ROOTS METER.dwg

Do not sign develop ID: 8333 F8 D F-4E 79 -4 2A 6-B4 85 -F A8 0 D D 3 1

DRAWN BY C. RANGEL	DATE 6/9/77
CHECKED BY R. CASARES	DATE 6/9/77
SHEET 1 OF 1	

PRESSURE TEST TABLE		
TEST DURATION:	SERVICE MAIN	MINIMUM 15 MINUTES
TEST PRESSURE:	SERVICE OR MAIN	MINIMUM 60 MINUTES MINIMUM 100 PSI MAXIMUM 110 PSI
SYSTEM MAP:	60 PSI	

NOTE: THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE CORPORATION AND SHALL NOT BE TRACED, PHOTOGRAPHED, OR REPRODUCED IN ANY MANNER NOR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY WRITTEN PERMISSION OF TGS. NOT VALID FOR CONSTRUCTION UNLESS CORRECTED.

APPROXIMATE LOCATION OF EXISTING GAS LINES. NO BLASTING WITHIN 500 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.



CDBG-CV HC HEALTH FACILITY 1211 S 12TH AVE EDINBURG, TX			
WORK NO.	CLE	MAP GRID NO.	REV
2022-1000844071	66114		C