



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Fuquay, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 WORK: The Owner desires to retain Contractor for the construction and installation of approximately 557 feet of 4" & 887 feet of 6" high density poly IP gas main by approved bore and/or open cut method and installation of service stubs and related appurtenances within the limits of the Williamson County Georgetown Annex construction project (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's and Atmos Energy Corporation's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of \$61,636.36 in accordance with the terms and conditions of this Agreement.

ARTICLE 3 SCOPE OF WORK, PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the Scope of Work, Plans and Specifications, as well as any revisions made thereto, attached hereto as **Attachment No. 1**.

ARTICLE 4 COMPLETION: The Work shall be fully and finally completed within **30 calendar days** from the date the Work is commenced; provided, however, Owner shall extend said time period in the event bad weather affects the progress of the Work. Contractor shall commence the Work upon instruction to do so from the Williamson County. Owner shall determine when the Project has been fully and finally completed to its satisfaction.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payment of the Contract Price upon final completion of the Project and Atmos' Final Acceptance of the Work.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use

its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

6.5.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$250,000 Ea. Accident
Bodily Injury by Disease	\$250,000 Ea. Employee
Bodily Injury by Disease	\$250,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$500,000	\$500,000
Aggregate policy limits:	\$500,000	

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation Projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless

specifically required in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6.5.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Project.

6.5.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction Project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a Project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted

directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the

Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

6.5.6 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.7 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY AND BONDS

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Work Assignment Supplement between Atmos Energy Corporation, Scope of Work, Plans, Specifications, Drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a full eighteen months following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

8.3 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

8.4 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

9.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

9.3 Termination. Owner may terminate this Agreement for convenience and without cause or further liability upon ten (10) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

9.4 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

9.5 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

9.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

9.7 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

9.8 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

9.9 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an

Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

9.10 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

9.11 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

9.14 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: 

Printed Name: DAN A COTTO

Title: County Judge

Date: 02-08-2018

Contractor:

FUQUAY, INC.

By: 

Printed Name: JOHN TREVILLION

Title: SECRETARY/OPERATIONS MGR.

Date: 1-25-18

Attachment No. 1

SCOPE OF WORK, PLANS AND SPECIFICATIONS

Project Location: Williamson County Georgetown Annex

A. GENERAL DESCRIPTION OF PROJECT:

1. Installation of approximately 557 feet of 4" & 887 feet of 6" high density poly IP gas main by approved bore and/or open cut method.
2. Installation of service stubs within the limits of Project (approximately 1).

NUMBER OF METERS: 1

B. COUNTY'S REQUIREMENTS - GAS MAIN EXTENSION:

ALLEY DISTRIBUTION:

Contractor will install all gas main(s), service taps, and service line risers required, as part or in furtherance of the Work. Contractor will be responsible for installing facilities to Atmos Energy Corporation's ("Atmos") design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service line), tracer wire, test stations, etc. and Atmos' Meter Specification Manual. County's plumber will install customer gas line on same side of building as Atmos' installed service riser.

FRONT LOT DISTRIBUTION:

Contractor will install all gas main(s), service taps, and service stubs to 10 feet inside the property line of each lot or tract within the Scope of Work. Marker balls and curb marker medallions will be placed to mark all service stubs. Contractor will be responsible for installing facilities according to Atmos' design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service stub), tracer wire, test stations, etc. and Atmos's Meter Specification Manual. County's plumber will install customer service stub on same side of building as Atmos installed service stub.

STORM WATER POLLUTION PREVENTION PLAN

If Project requires a SWPPP, Atmos consultant will develop and will be responsible for the plan and will also submit NOI for the Project. Contractor will provide necessary sediment control measures screening, filters, etc. for installation and restabilization of the Project area.

Contractor will be responsible for providing gas mains of the number, dimensions, and footages specified below:

City of Georgetown, County of Williamson, State of Texas. SE Inner Loop East of 1460. Install approximately 557 LF of 4 inch HDPE main and 887 LF of 6 inch HDPE main to serve commercial development known as Wilco Annex. This will be a WAS agreement

between Atmos Energy and Williamson County. Recommended by System Planning, approved by Investment Strategy and Operations Region Manager. The Project Manager is Martin Perez and the Field Construction Coordinator is Doug Knauth. If staking is required, it is a Developer/Contractor financial responsibility. 5# anodes should be placed every 1000 feet and/or as shown on the design to protect the tracer wire. Test Leads required at 500 feet intervals and/or at protected locations and at all (main) Dead Ends. Excess Flow Valves are required on every residential service stub, along with the EFV medallion. Install gas mains in designated PUE. If design changes are required in the field – contact the FCC and Project Manager before proceeding.

C. OBLIGATIONS OF PARTIES:

1. Atmos will be responsible for the following:

1. Inspecting all work performed by Contractor in a reasonably timely manner.
2. Notifying County within a reasonable time after Final Acceptance of the Work by Atmos.
3. Installing service lines and risers for front lot distribution from service stub in accordance with Atmos' Meter Specification Manual (available at Atmosenergy.com).
4. Obtain all construction permits prior to construction.
5. Provide inspection- Atmos may opt to provide inspection through a third party. Note: Where no third party inspection is provided, Contractor will be required to have Atmos personnel onsite during all steel welding procedures.

2. Contractor will:

1. Provide necessary supervision, labor, equipment, and material to complete Project.
2. Install the necessary tap fittings (tees, weldolets, threadolets, etc.).
3. Perform all piping construction in accordance with the current requirement of DOT CFR 49 Part 192, "Transportation of natural and other gas by pipeline; Minimum Federal Safety Standards" as administered by the Railroad Commission of Texas.
4. Complete Subcontractor Disclosure Form and e-mail it to Tommy Galloway at tommy.galloway@atmosenergy.com.
5. Provide qualified personnel to perform the work. Reference the Contractor Work Assignment & OQ Matrix for the OQ Tasks associated with the type of work issued. The OQ Matrix is located on the Atmos Energy Bulletin Board in ISNetwork. There may be occasions when Atmos Energy could require additional tasks to be performed beyond the minimum tasks listed on the OQ Matrix.
6. Have personnel with proper Operator Qualification certification before award of Project and maintain certification and have copies for each employee and a copy of appendix B of the abnormal operating conditions onsite throughout the term of the Project. Contractor will adhere to the Mid-Tex Division Contractor Provisions for Compliance with Operator Qualification Rule.
7. Have two options to manage drilling fluids and cuttings.

A. Disposal:

1. Drilling fluids can be disposed of offsite without prior approval from the Railroad Commission (Commission)

2. Contractor must insure they dispose of fluids at an approved environmental landfill or disposal facility and retain a copy of all manifest or shipping papers. A copy of manifest must be available to the environmental inspector or FCC. A signed copy of manifest will be on site next day and in closing package.

8. During all excavation activities the Contractor shall insure that all utilities have been located and spotted.

9. During trenchless excavation activities the Contractor shall daylight all utilities that could potentially be crossed during the trenchless activity.

10. In the event the Contractor is unable to daylight/expose a storm or sanitary sewer line prior to trenchless excavation, the Contractor will be required to perform a post construction camera inspection to insure line is was not damaged during trenchless excavation activities. Gas facilities will not be placed in service until this inspection is performed.

11. Contractors performing trenchless excavation shall fill out the Sewer/Storm Drain and Gas Pipe Crossing Verification Report and file it in the closing packet.

12. Be required to have a permit to pull bore water from any creek, pond or other body of water. Atmos Energy Corporation Environmental Group will apply for the permit from Texas Commission on Environmental Quality. This process will take approximately 6 weeks to get a permit.

13. Have an approved Competent Person on the job site at all times. The Competent Person(s) will be identified to the Atmos at the pre-construction meeting.

14. Install, maintain, and remove erosion control devices as required in the Storm Water Pollution Prevention Plan (SWPPP) Upon completion of the Project work, Contractor will initiate the process to stabilize the disturbed surface area and establish surface restoration or final coverage. Surface stabilization, restoration, and final coverage means to establish vegetation (growth established) or restore the surface to original condition, depending on the nature of the original surface (i.e., vegetated, paved, other hard surface, etc).

15. The disturbed areas along the Project must be restored to pre-construction conditions, which could include pavement, gravel, and / or native vegetation. Under EPA regulations for re-vegetation, the site must be prepped for planting (i.e. disced), seeded, and covered with a non-vegetative material. This cover could include mulch, hydro mulch, or biodegradable curlex. To establish the vegetation for stabilization, the seeded area should be watered on a regular basis until 70% uniform cover is met. The watering schedule is dependent on weather but should be at least weekly for approximately 8 weeks (at the minimum). Excluding cultivated land.

16. Provide and install 3" to 5" size rock at entrances and exits of ROW. Remove rock when Project is complete.

17. Double ditch all open trenches to salvage top soil. Top soil to place back after trench is back fill.

18. Have all employees to wear flame resistant coveralls with hood at all tie-ins or where there may be any possibility of gas escaping.

19. Provide welders certified under Atmos' API-1104 procedures for construction of gas main.

20. Take appropriate precautions in Fire Prevention during welding and grinding operations to eliminate hot slag from igniting dry vegetation up to and including providing shielding, fire watch personnel, appropriate fire extinguishers, and spray bottles for personnel and water trucks.

21. Be responsible for completing the tapping and stoppling of any stopple fittings that will be installed. **Atmos must approve any third party service providers prior to performing any work.** Pressure at time of tapping will be approximately 60lbs.

22. **List any third party service providers to be performing any work on bid break down sheet with bid proposal.**

23. Cause each welder to keep their ISN Operator Qualification Records on their person for the duration of the Project. Welders can be qualified at any of the Atmos approved non-destructive testing location. This list can be provided upon request.

24. Ensure that all welded joints, induction bends, and fittings are to be coated with 2-part epoxy (FBE) – supplied by Atmos. Ensure that all welded joints on bore sections will be coated with one of these coating Powercrete J, Denso Protal 7000, or Denso Protal 7200) - supplied by Atmos.

25. Supply all equipment and trained personnel to apply the coating to the welded joints.

26. Check and install cathodic protection as required under Atmos Procedure Manual.

27. Ensure that asbestos coated pipe that is removed from the ground is wrapped in plastic immediately upon removal, and performed by properly trained personnel qualified for this work.

28. Haul off of any asbestos coated pipe to an approved site. (Atmos Service Center)

29. Install Safety fence around all open ditches in addition to parking equipment around bell holes whenever site is left unsupervised.

30. Provide all erosion control, traffic control, barricades, and signage as required.

31. Provide traffic control plan to City of Georgetown as required.

32. Be responsible for complying with all local, state and federal construction and environmental guidelines/requirements.

33. Obtain line locates for all existing utilities prior to construction.

34. Provide bedding and backfill material in the event excavated material does not meet specifications. If steel pipe is being installed sand or clay soils prohibited. Use only native soil or loam.

35. In TXDOT right of way backfill will be done in uniform layers not to exceed eight (8) inches in depth. Density test will be performed for all excavation in TXDOT right of way by a qualified testing lab. Density test documentation will be included in closing package. Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil and shall be compacted to that density by means of mechanical tampers or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions that are accessible to such equipment.

36. The pipe shall be padded with at least 6 inches on the bottom and sides and 12 inches on top of granular material that includes no hard particles larger than **one-half inch**. The remaining back-fill in the same ditch may consist of excavated material provided the particle size does not exceed 6 inches. No scrap or foreign material shall be disposed of in the ditch as backfill. Larger than 6 inch rocks may be buried as long as they are a minimum of 4 feet horizontal distance from the pipe.

37. At the end of the work day, all poly mains over 500 feet in length will be capped and pressured with air to 20PSIG.

38. Provide flowable backfill and/or compaction as required by City of Georgetown.

39. Select backfill from spoil which is free from rocks and debris to place directly around the pipeline. Backfill must provide firm support under the pipe.

40. Be responsible for disposition or haul off of all spoil and debris.
41. Provide temporary repair for all paving cuts.
42. Provide permanent paving repairs for all paving cuts.
43. Be required to provide a 2' x 2' x 4" thick reinforced concrete pad with wire mesh or rebar for all poly valve boxes installed in non-paved areas. All material for concrete valve box pad to be supplied by contractor.
44. Be responsible for negligent damage to pavement, curbing, sidewalk, etc. during construction.
45. Provide landscaping materials as required returning work site to original condition.
46. Provide a secure staging area for equipment and material.
47. Call and/or notify 811 and any other known utilities (i.e. City, County, subdivision developer, etc.).
48. Meet utility representatives on site to assure all markings are completed to the Contractor's satisfaction.
49. Be responsible for sub-contracting qualified personnel to engineer cave-in protection for all bell holes greater than 20 feet in depth.
50. Provide a port-a-let for crews.
51. Contractor shall be solely responsible for all documentation including maps, test charts, test reports & any other documentation required per Atmos Mid Tex closing packet.

3. Contractor Exclusions

Contractor is not required to provide Permits, Fees, Pavement Repair, Demolition, Bid Bond, Clearing, Tree Removal, Flexible Base Backfill, Concrete Encasement, Tree Replacement, Revegetation, Grave Backfill, Construction Staking/Layout, Topsoil, Steel Encasement Pipe, Hydromulching, Densities, Saw-cutting, Concrete Backfill, Sodding, Flowable Backfill, Clearing, Sidewalk Repair, Flowable Fill, Hoe Ramming, Final Connections, Steel Gas Main Connections, SWPPP, Pipe Bollards, Existing Utility Adjustment/Relocation, Landscaping, Gas Meters, Gas Meter Installation, Watering, Saw-cutting, Erosion Control, Silt Fence, Grout, Grouting, Traffic Control, Spoils Haul Off, Rock Trenching, Steel Encasement Pipe and Fence Removal/Replacement.

4. Other information:

1. Unless otherwise necessary to clear drainage or other facilities, main and services shall be installed with a minimum depth of 42", cover and no more than 72" cover within street (or as shown on prints).
2. High Density poly mains and services are part of a 60 lbs. MAOP system and are to be subject to a 150 lbs. not to exceed 160 lbs. if any medium density poly mains and service lines are in the test then the test will be subject to a 120 lbs. not to exceed 130 lbs. proof pressure test with signed chart.
3. The stand-up proof pressure test will be recorded using a recording pressure gauge with at least an 8 inch recording chart of the appropriate pressure range. This equipment must be calibrated at least once each 6 months and records maintained.
4. The chart will have noted on the front.

- A. The Contractor's name and employee's name responsible for making the test, and the name of any test company used (Contractor).
- B. The test medium used.
- C. The test pressure.
- D. The duration of the test.
- E. Type, size, and length of material tested.
- F. Range of testing equipment.
- G. Brand and serial number of record.

- 5. Calibration Record for test chart recorder must be on job site during the duration of the test and must be verified by serial number of recorder. A copy of this document will need to be included in closing package.
- 6. All work shall be performed in accordance with the Atmos Energy Contractor Construction Manual. The documents are available through ISNetwork Atmos Energy Bulletin Board.
- 7. Contractor must follow their safety plan that is approved through ISNetwork Review and Verification Services (RAVS); the Contractor must also comply with all OSHA and DOT safety regulations anytime they are working on behalf of Atmos Energy Corporation.
- 8. All work shall be performed in accordance with the Code of Federal Regulations Part 192 Pipeline Safety Rules and all other applicable rules and regulations.
- 9. Excavation within 18" plus half the diameter of the existing pipeline will be by soft digging practices. Methods to be consider, based on certain climate or geographical conditions, include hand digging when practical, soft digging, vacuum excavation methods, pneumatic hand tools.
- 10. Atmos reserves the right to inspect ongoing and completed work.
- 11. Work hour restrictions are as required by the City of Georgetown and can be obtained from the city.
- 12. Contractor shall start work within 1 week of Atmos's notification to begin construction and complete in a timely manner.
- 13. All existing piping will remain pressurized and in service until it is time to make the final tie-ins.
- 14. Below grade bare pipe and weld joints shall be sandblasted and coated with 2 part epoxy or any other approved method. Contractor to provide sandblasting, Atmos to supply 2 part epoxy.
- 15. All cuts made on existing pipeline facilities are to be made by "cold cut" method and not "torch cut".
- 16. The FCC/Inspector shall have the final say in any disputes that the Contractor may have.
- 17. Atmos has the right to have any welder or crew we deem not competent to perform work on our system to be removed from the Project.
- 18. All equipment provided for Project must be in good working condition. If FCC and/or Operation Inspection Rep. determines equipment is not working properly it shall be replaced with one known to be in good working condition.
- 19. If contractor supplies a start date and 3rd party inspection is schedule and contractor fails to start and did not notify Atmos of changes contractor will absorb any cost that Atmos incurs.

5. Required Documentation:

1. Atmos will require all documentation and as-built information to be submitted within 10 day of final tie in of facilities.

- a. As-builts must contain all information with measurements for installed facilities**
- b. As-builts must contain all information with measurements for retirements**
- c. As-builts must contain all information with measurements for service lines installed**
- d. Work orders with accurate footages and quantities installed and retired, at final tie-in.**
- e. Contractor MUST COLLECT AND PROVIDE ALL POLY PRINT LINE DATA ON THE APPROPRIATE FORMS**
- f. ALL WORK ORDERS, SIGNED CHART (PROJECT NUMBER AND NAME), BORE PROFILE, AND INSPECTION TEST REPORTS MUST BE FILLED OUT WITH ACCURATE INFORMATION**

Design Layout of Facilities

