

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

This Agreement is made effective as of March 1, 2016
by and between Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS") and
the following named "Applicant:"

Applicant's Name: Texas Facilities Commission
Applicant's Address : 1711 San Jacinto
Austin, TX 78701

Service Site: Dept. of Health and Human Services - 1100 W. 49th Street,
Austin TX

Facilities Requested: The installation of 172 feet of service pipe to serve one (1)
commercial meter.

Description	Applicant's Cost
Materials, Construction, Design & Inspection	\$9,204.00
Total	\$9,204.00

1. Payment of Extension Expenses; Commencement Date. Applicant agrees to pay to TGS the total "Applicant's Cost" price set forth above. Installation of the Facilities Requested ("Facilities") as described above shall be commenced and completed as soon as is practicable.

2. Delays in Construction. TGS shall not be responsible for delays in construction of any facility installation 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 facility pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.

3. **Ownership of Gas Lines and Equipment.** All gas meters, meter loops and service lines 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.

4. **Additional Terms and Conditions.** This Agreement shall contain the terms and conditions set forth in the following attachments:

- Addendum 1: New Subdivisions and New Construction
- Addendum 2: Refunds

5. **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.

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

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

By: Kimberly Carter

Kimberly Carter CO manager
Printed name Title

Date Signed: 2/23/16

Texas Facilities Commission

By: [Signature]
Authorized Signatory

Kay Molina, General Counsel

Printed name Title

Date Signed: 3/1/16

ADDENDUM 1

NEW SUBDIVISIONS/NEW CONSTRUCTION

1. **Coordination of Construction Activities.** Applicant shall perform or cause to be performed the following acts:

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, of sufficient width and rights of ingress and egress for the natural gas facilities.

Notice. Applicant shall notify TGS at least 30 calendar days in advance of the date Applicant desires to have TGS commence installation of the gas distribution facilities described in Facilities Requested.

Plans. Prior to the commencement of such installation, Applicant shall provide 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.

Grading and Staking. Prior to commencement of installation of the gas distribution system, Applicant shall either (a) grade to subgrade, \pm .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed, or (b) place reference grade stakes and supply to TGS completed cut and fill plans for such locations. In the event Applicant elects to provide cut and fill plans, Applicant shall advance to TGS prior to the commencement of installation the cost, as determined by TGS at its sole discretion, of any additional depth to be excavated pursuant to such cut and fill plans.

Water/Wastewater Systems. All water, wastewater and sewer construction shall be completed and tested prior to commencement of work on the gas distribution system.

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 gas distribution system until the gas distribution system has been installed and tested.

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

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

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

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, 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 4 above.

ADDENDUM 2

REFUNDS

1. **Refunds to Applicant.** Up to and including the 3rd anniversary of the effective date of this Agreement, Applicant shall be entitled to a refund of **\$6.14** per MCF of natural gas measured at the Service Site utilizing the Requested Facilities, not to exceed the sum of **\$9,204.00**.

2. **Procedure for Refund; Audits.** To obtain the refunds available under Paragraph 1 above, Applicant shall supply to TexasGasRefunds@txgas.com a request for refund including the following information: Service Site address or designation and legal description, including subdivision name and phase; description of improvements on such Service Site, including heated square footage; and description of all gas-burning appliances installed.

TGS shall have the right to audit Applicant's books and records during business hours to verify the accuracy of any representations made in any refund request. In the event that TGS makes any refund based on any intentional or unintentional misrepresentation by Applicant, TGS shall be entitled to collect the refund amount from Applicant or to offset same against any other refunds due to Applicant.

All requests for refunds must be submitted to TGS no later than 60 days after the third anniversary of this Agreement. All funds not subject to a timely refund request shall become TGS' sole property and shall be deemed a contribution in aid of construction on the date 60 days following the third anniversary hereof.

3. **Assignment of Refunds.** Applicant may, by proper instrument, transfer its interest in this Agreement to any other entity or individual. TGS shall have no obligation to honor such assignment until duly notified by a writing signed by Applicant.

JES 2015006544



Bill To
Texas Facilities Commission Attn: Dorothy Spearman Facilities Design & Construction 1711 San Jacinto Blvd. Austin TX 78701

District Invoice

Date	Invoice #
1/25/2016	ENG - 902

Due Upon Receipt

Description	Cost
Installing 172 feet of service pipe to serve a new meter located at 1100 W 49th Street, Austin TX	\$ 9,204.00
Total	\$9,204.00

Remit Payment To
Texas Gas Service Attn: Erin Obering 5613 Avenue F Austin, Texas 78751

For Texas Gas Service Office only: