

EXHIBIT

"A"

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") made this _____ day of _____, 2013, by and between **ATMOS ENERGY CORPORATION**, a Texas and Virginia corporation, having a business address at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240 ("Atmos") and the **CITY OF ROUND ROCK**, a Texas home-rule municipal corporation, having a business address at 221 East Main Street, Round Rock, Texas ("CORR").

WHEREAS, CORR is making improvements to its Downtown area (the "Project"); and

WHEREAS, Atmos has gas lines that are in conflict with the CORR's project; and

WHEREAS, CORR has requested that Atmos relocate or cause to be relocated their gas lines to accommodate the proposed improvements; and

WHEREAS, Atmos has agreed to the relocation of its facilities as shown on the plans attached hereto as Exhibit "A" and made a part hereof ("Relocation Services") and has prepared a good faith cost estimate set forth on Exhibit "B" attached hereto and made a part hereof ("Estimate"); and

WHEREAS, CORR agrees to reimburse Atmos for the actual expenses incurred by Atmos related to the Relocation Services requested by CORR

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

1. Atmos agrees to provide the Relocations Services to install approximately 240 feet of 2-inch poly II gas main by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring, and reseeded. Install approximately 400 feet of 4-inch poly II gas main by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring, and reseeded. Install 2 service lines and gas meters; and remove and haul off and/or grout fill and abandon in place approximately 640 feet of existing 2-inch, 3-inch, and 4-inch Poly and Steel pipe. The starting date will be fixed by mutual agreement of the parties hereto and Atmos shall use commercially reasonable efforts to complete the Relocation Services in accordance with the Schedule, subject however, to delays caused by persons or events outside the reasonable control of Atmos.
2. The actual cost of the relocation is estimated to be \$249,684.11. CORR agrees to reimburse Atmos the actual costs of the Relocation Services, an amount to be \$249,684.11. Atmos shall submit to CORR a detailed written

report itemizing the total costs incurred, including all supporting information documenting all amounts incurred for which reimbursement is claimed and verifying that the Relocation Services are in accordance with the requirements of this Agreement and that any change orders increasing the cost for the Relocation Services above the threshold described below were submitted and approved by CORR prior to incurring such additional costs. Upon Completion of the Relocation Services, Atmos shall present CORR with a detailed invoice of the actual Relocation Services performed and CORR agrees to make, within thirty (30) days from the date of the properly detailed invoice, a one-time reimbursement payment of the actual costs. In the event, after actual solicitation of bids, the estimated costs of the Relocation Services exceed the Cost Estimate by 10% or more, then, prior to incurring such additional expense, Atmos shall submit the additional costs to CORR for approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Any request for approval made by Atmos in writing and not specifically approved or disapproved within 5 business days shall automatically be deemed approved by CORR. Neither enhancement nor betterment costs shall be reimbursed by CORR.

3. The obligation of CORR to make a cost reimbursement payment under this Agreement does not constitute a general obligation or indebtedness of CORR for which CORR is obligated to levy, pledge or collect any form of taxation.
4. The parties agree to exercise all due caution while causing any work to be done near the gas line in order to prevent damages to the gas line.
5. Notwithstanding any other provisions of this Agreement, in no event shall either party be liable to the other for any indirect, consequential or incidental damages, including but without limitation, loss of revenue, loss of customers or loss of profits arising from the Agreement and the performance or non-performance of obligations hereunder.
6. Atmos agrees to indemnify and hold harmless CORR, its agents and employees, against and from any and all liability, loss and expense and shall defend all claims, resulting from the loss of life or damage or injury to persons or property directly or indirectly resulting from the work performed by Atmos to the extent such loss, damage or injury, is caused by the negligence or willful misconduct of Atmos or its agents or arises out of or in connection with the Relocation Services. As a necessary condition for such indemnity to be enforceable against Atmos:
 - (i) Atmos shall be notified in writing promptly of any and all claims, liability, loss and expense for which CORR seeks indemnification from Atmos, and
 - (ii) Atmos shall have sole control of the defense of any and all claims, liability, loss and expense and all negotiations for their settlement or compromise.

7. This Agreement shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
8. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, it is understood that Atmos intends to contract the Relocation Services work to a general contract, which will in turn may subcontract all or part of the Relocation Services.
9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns, subject to the provisions of Section 8.
10. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

Effective date of agreement as of date of approved by the City Council:

CITY OF ROUND ROCK

ATMOS ENERGY CORPORATION

By: _____
Alan McGraw, Mayor

By: 

Robert R. Cook
Vice President, Operations
Mid Tex Division

ATTEST:

By: _____
Sara White, City Secretary

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

GAS UTILITY RELOCATION PLAN

PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
CITY OF ROUND ROCK
WILLIAMSON COUNTY, TEXAS



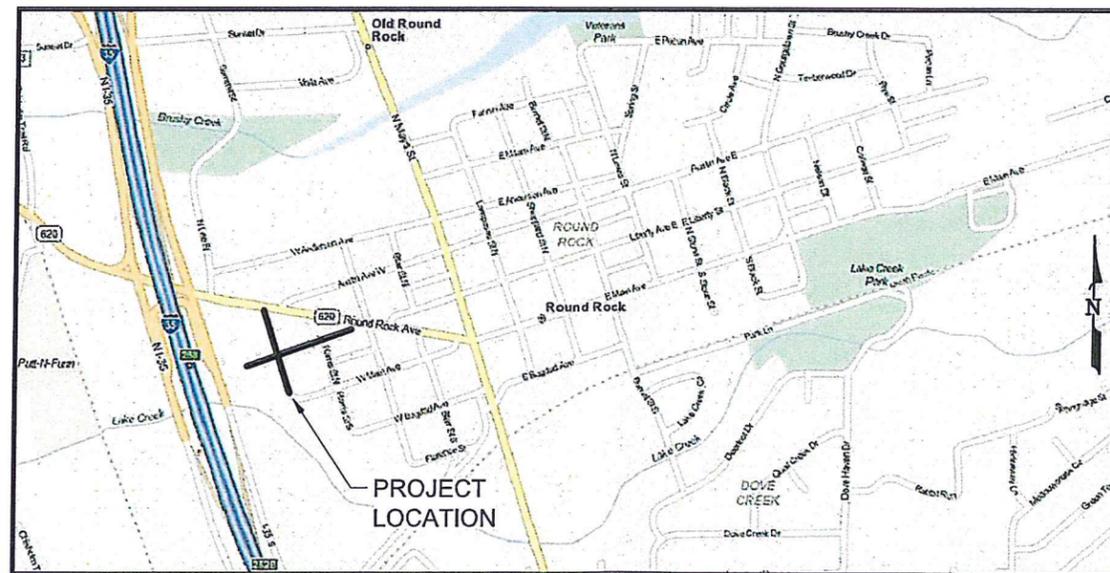
OWNER: ATMOS ENERGY
5420 LBJ FREEWAY
DALLAS, TEXAS 75240

EXHIBIT A

ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF BID ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION
HANS J. KAST, P.E. NO. 68757
DATE: 02/06/13

REV. NO.	DRAWING INDEX
B	UEI-1843475-19722-1101 COVER SHEET / INDEX
B	UEI-1843475-19722-1202 GENERAL NOTES / PIPE DATA
B	UEI-1843475-19722-1303 SAN SABA STREET - PLAN & PROFILE
B	UEI-1843475-19722-1304 WEST LIBERTY AVE. - PLAN & PROFILE



LOCATION MAP
NTS

I, HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

HANS J. KAST
TEXAS P.E. NO. 68757
DATE

NO.	DATE	REVISION
A	05/02/12	ISSUED FOR CLIENT REVIEW
B	02/06/13	ISSUED FOR BID



UniversalPegasus
INTERNATIONAL
Universal Enco, Inc.
4848 Loop Central Dr., Houston, Texas 77061-2355
Houston, Texas 77061-2355 713.977.7770
Engineering Firm F-1942
www.universopegasus.com

PROJ. MGR.:	MARTIN PEREZ
CONFIG NO.:	1843475
UEI JOB NO.:	19722
DRAWN BY:	UEI
DATE:	04/18/12
CHECKED BY:	DQB
DATE:	05/17/12
APPROVED BY:	JTS
DATE:	05/17/12

GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
SOUTHWEST DOWNTOWN PHASE 3
COVER SHEET / INDEX

WILLIAMSON COUNTY	TEXAS
SCALE:	AS SHOWN
SHEET	1 OF 4
REV	B
DRAWING NO.	UEI-1843475-19722-1101

POLY II NOTES:

- CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.
- CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE).
- MINIMUM COVER REQUIREMENTS TO TOP OF PIPE.*
POLY II
 PARALLEL TO RIGHT-OF-WAY: 36" SOIL NOT TO EXCEED; 42" SOIL HIGHWAY CROSSING: 30" PAVEMENT NOT TO EXCEED; 60" PAVEMENT X-ING BAR DITCHES: 30" SOIL NOT TO EXCEED 48" SOIL WHERE PRACTICABLE
- INHIBITOR: — GAL. METHANOL: — GAL.(ENTIRE LINE)
- CATHODIC PROTECTION:
 ANODES: INSTALL _____ LB. ANODES PER DWG. STD.
 RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION.
 EXISTING CATHODIC PROTECTION TO BE USED.
 RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.
 POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.
- ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.
- PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/ 48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLING, THEN BORE OR HDD CLEARANCE MAY BE WAIVED TO 18" MINIMUM BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.
- UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT CONTRACTOR'S OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE SHANE STARK (OFFICE: 512-310-3870) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1-800-545-6005 AND DIG TESS AT 1-800-344-8377 AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.
- CONTRACTOR TO BUILD TO ELEVATIONS NOT DEPTH OF COVER.
- CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS INCLUDING GPS DATA COLLECTIONS.
- CONTRACTOR SHALL INSTALL APPROVED TRACING WIRE ALONG THE ENTIRE LENGTH AND ADJACENT TO POLYETHYLENE PIPE. TRACER WIRE TO BE INSTALLED APPROXIMATELY TWO TO FOUR INCHES FROM PIPE AND ON SAME APPROXIMATE ELEVATION AS PIPE. TRACER SHALL BE INSTALLED ALONG WITH POLYETHYLENE PIPE IN DIRECTIONAL BORES. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED TRACER WIRE TEST BOXES APPROXIMATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (T-POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SWPPP (IF REQUIRED).
- THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT CONTRACTOR'S OWN RISK.
- UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY PAGE SOUTHERLAND PAGE, LLP
- IF VOIDS ARE ENCOUNTERED, EXCAVATION SHOULD STOP IMMEDIATELY AND CONTACT ATMOS REPRESENTATIVE MARY JOHNSON (OFFICE: 214-206-2863, CELL: 972-754-6220) TO PERFORM AN INVESTIGATION OF THE VOIDS.
- CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED TO FILL FALSE HOLES CREATED FROM DIRECTIONAL DRILLS AFTER PIPE REMOVAL WITH FLOWABLE FILL.

- CONTRACTOR VERIFY THE LOCATION, RELOCATION, ABANDONMENT, AND/OR TEMPORARY SUPPORT OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THE STRUCTURE AND EMBANKMENT AND COORDINATE THESE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES, AGENCIES, AND/OR AUTHORITIES. FOR INFORMATION ON, AND RELOCATION OF, FIBER OPTIC CABLE. SEE EXISTING UTILITY SHEETS.

CITY OF ROUND ROCK GENERAL CONSTRUCTION NOTES:

- WHILE WORKING WITHIN THE CITY RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT, THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH THE CITY ENGINEERING ENGINEER BILL STABLEIN AT 512-218-3237.
- THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY CITY UTILITIES (WATER AND/OR SEWER LINES) CONTRACTOR MAY USE THE INTERNET TO CONTACT DIG-TESS AT <http://digtess.org>
- LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.
- THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE CITY STREET FREE OF MUD, ROCKS AND GENERAL DEBRIS.
- CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30' OFF THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB).
- FIELD CREWS WILL NOT BE ALLOWED TO PARK THEIR VEHICLES WITHIN THE CITY RIGHT-OF-WAY.
- BORE PITS LOCATED CLOSER THAN 30' FROM EDGE OF PAVEMENT MUST BE PROTECTED IN ACCORDANCE WITH THE T&MUTCD, LATEST EDITION. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING, CONES AND DRUMS.
- ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE CITY RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED, ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE THE CITY A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUT THEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDRESS, AND PHONE NUMBER. THE CITY MAY CONTACT THE OWNER TO VERIFY THE LETTER'S ACCURACY.
- TRAFFIC CONTROL MUST CONFORM TO CITY REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- THE UTILITY COMPANY AND/OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK SUCH AS BORING, DIGGING, TRENCHING, OR DRILLING WITHIN THE RIGHT-OF-WAY.
- THE CONTRACTOR WILL BE REQUIRED TO RESTORE THE GROUND TO ITS PRIOR STATE, TO THE EXTENT PRACTICABLE, AND REVEGETATE ALL DISTURBED AREAS.
- THE CONTRACTOR MUST CONTACT THE CITY OF ROUND ROCK CHIEF CONSTRUCTION INSPECTOR @ 512-218-5555 48 HOURS (2 DAYS) PRIOR TO WORKING IN THE RIGHT-OF-WAY. THE CONTACT PERSON'S NAME AND PHONE NUMBER WILL BE SHOWN ON THE APPROVED UTILITY PERMIT REQUEST FORM.

POLY II PIPE TABLE

MARK	NOMINAL PIPE SIZE (INCHES)	D O.D. (in.)	t MIN. W.T. (in.)	DIAMETER RATIO D/R	S MIN. YIELD (PSI)	MAX. DESIGN PRESSURE (PSIG)	DESIGN MAOP (PSIG)	PSIG @ 100% S.M.Y.S.	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	MINIMUM TEST DURATION HOURS	INTERNAL HOOP STRESS % S.M.Y.S.	PIPE LENGTH (FEET)
A	2	2.375	0.216	11.0	1250	80	60	250	120	130	*	24	170
B	4	4.50	0.409	11.0	1250	80	60	250	120	130	*	24	360

*TESTING SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 6, LATEST EDITION.
 FUSION SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 3, LATEST EDITION.

EXHIBIT A

PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR POLY II PIPE

$$P = 2 \times S \times \frac{t}{D-t} \times .32$$

WHERE:

- P= DESIGN PRESSURE (PSIG)
- S= MIN. YIELD STRENGTH (PSI)
- D= NOMINAL OUTSIDE DIAMETER (IN.)
- t= NOMINAL WALL THICKNESS OF PIPE (IN.)
- MAOP= MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

2" POLY II

$$P = 2 \times 1250 \times \left[\frac{0.216 \text{ IN.}}{2.375 \text{ IN.} - 0.216 \text{ IN.}} \right] \times .32$$

- P= 80 PSIG ALLOWABLE BY CALCULATION
- P= 60 PSIG ACTUAL DESIGN MAOP

4" POLY II

$$P = 2 \times 1250 \times \left[\frac{0.409 \text{ IN.}}{4.50 \text{ IN.} - 0.409 \text{ IN.}} \right] \times .32$$

- P= 80 PSIG ALLOWABLE BY CALCULATION
- P= 60 PSIG ACTUAL DESIGN MAOP

ISSUED FOR BID

THESE DOCUMENTS ARE RELEASED FOR THE PURPOSE OF BID ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION
 HANS J. KAST, P.E. NO. 68757
 DATE: 02/06/13

I, HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

HANS J. KAST
 TEXAS P.E. NO. 68757
 DATE

NO.	DATE	REVISION
A	05/02/12	ISSUED FOR CLIENT REVIEW
B	02/06/13	ISSUED FOR BID



ATMOS energy



UniversalPegasus
 INTERNATIONAL
 Universal Ensco, Inc.
 4848 Loop Central Dr., Houston, Texas 77081-2355
 Houston, Texas 77081-2355 713.977.7770
 Engineering Firm F-1942
www.universpegasus.com

PROJ. MGR.:	MARTIN PEREZ
CONFIG NO.:	1843475
UIE JOB NO.:	19722
DRAWN BY:	UEI
DATE:	04/18/12
CHECKED BY:	DOB
DATE:	05/17/12
APPROVED BY:	JTS
DATE:	05/17/12

**GAS UTILITY RELOCATION
 PROPOSED ATMOS ENERGY PIPELINE
 SOUTHWEST DOWNTOWN PHASE 3
 GENERAL NOTES / PIPE DATA**

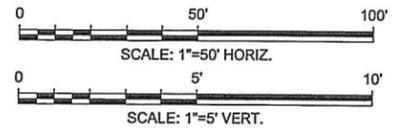
WILLIAMSON COUNTY	TEXAS
SCALE: NONE	SHEET 2 OF 4
DRAWING NO. UEI-1569255-19722-1202	REV B

STEEL PIPE TABLE

MARK	O.D. (in.)	WALL THKNS. (in.)	PIPE GRADE	CLASS LOC.	DESIGN FACTOR	PSIG @ 100% S.M.Y.S.	EXISTING MAOP (PSIG)	SYSTEM DESIGN PRESS (PSIG)	PIPE SEAM	INTERNAL HOOP STRESS % S.M.Y.S.	MAX TESTING PRESSURE (PSIG)	TEST PRESSURE (PSIG)	TEST DURATION (HOUR)	X-RAY %	COATING SPEC.	FIELD JOINT COATING	PIPE LENGTH (FEET)
C	4.50	0.237	B	CASING	-	-	-	-	ERW	-	-	-	-	-	FBE (14-16 MILS)	BARE	125
D	6.625	0.280	B	CASING	-	-	-	-	ERW	-	-	-	-	-	FBE (14-16 MILS)	BARE	60

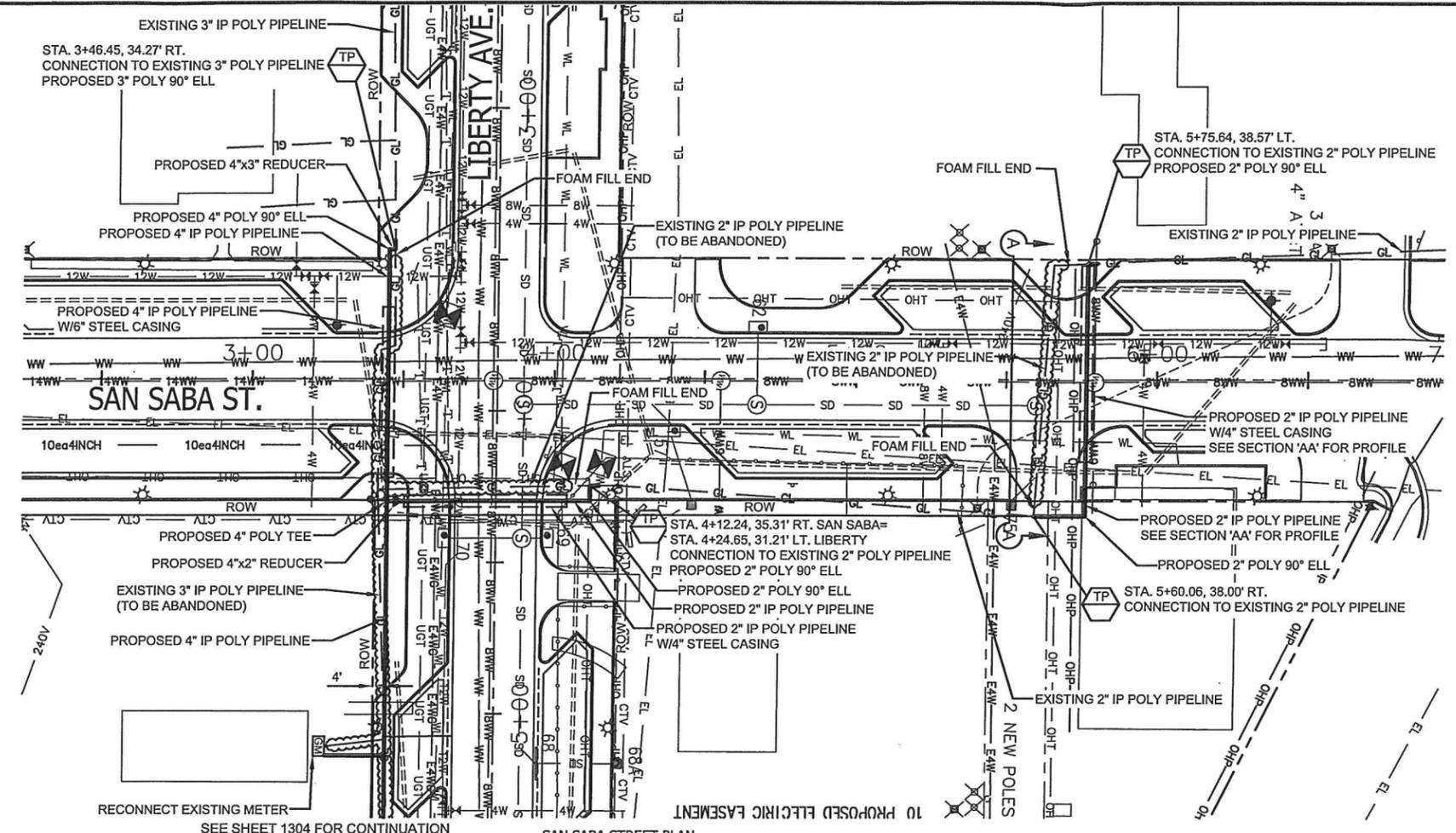
WELDING SPECIFICATION : WPS-S42GA
 ***LIMITS BY 300 ANSI FLANGES
 ***ATMOS WPS-62GA, WPS-62GC, OR WPS-62GL

EXHIBIT A

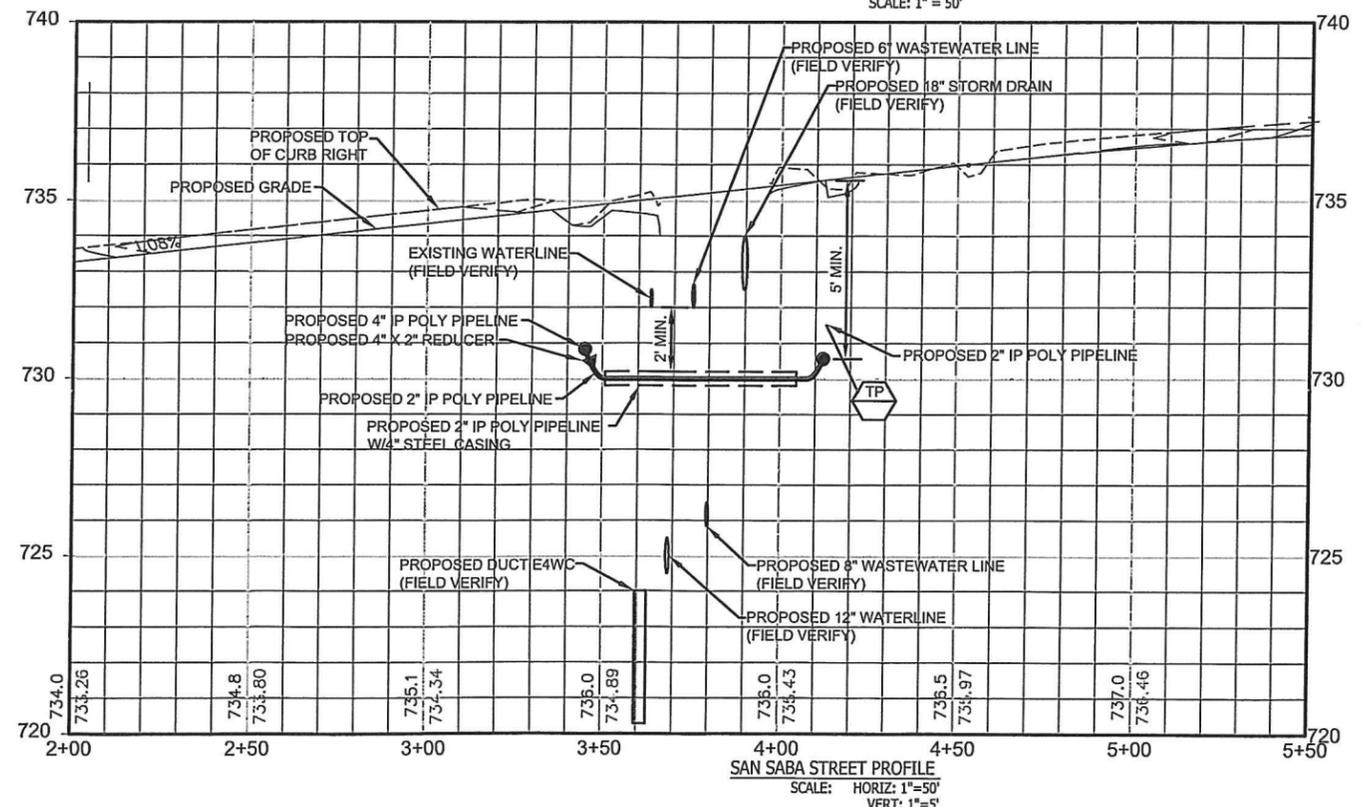


ISSUED FOR BID

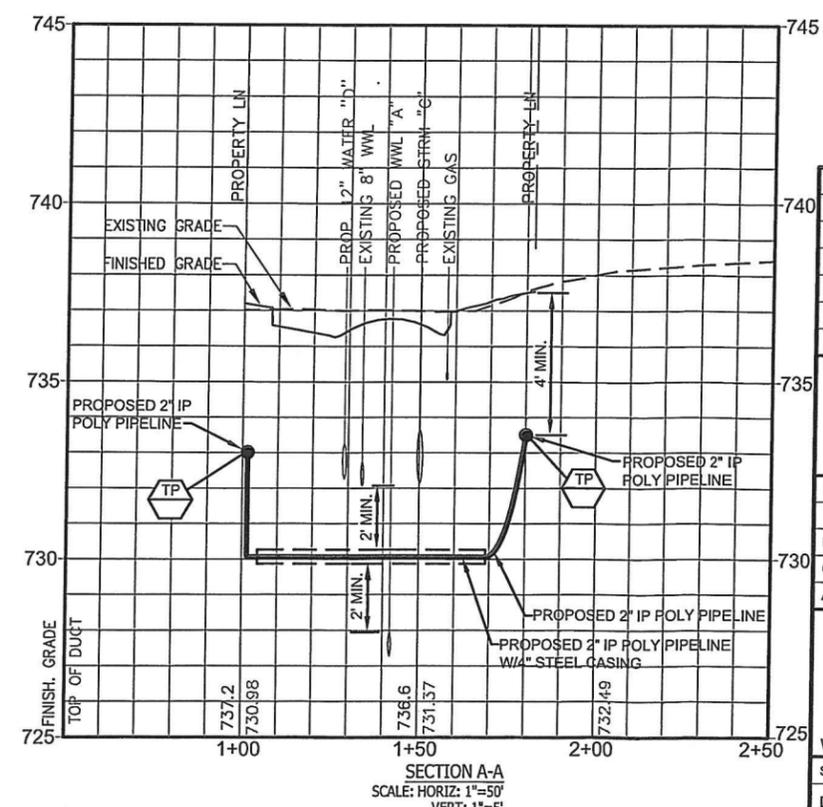
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 HANS J. KAST, PE NO. 68757
 DATE: 02/06/13



SAN SABA STREET PLAN
 SCALE: 1" = 50'



SAN SABA STREET PROFILE
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'



SECTION A-A
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'

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HANS J. KAST
 TEXAS P.E. NO. 68757
 DATE

NO.	DATE	REVISION
A	11/21/12	ISSUED FOR CLIENT REVIEW
B	02/06/13	ISSUED FOR BID

Universal Pegasus International
 Universal Enco, Inc.
 4848 Loop Central Dr., Houston, Texas 77081-2355
 Houston, Texas 77081-2355 713.977.7770
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PROJ. MGR.:	MARTIN PEREZ
CONFIG NO.:	1843475
DRAWN BY:	UEI
CHECKED BY:	DOB
APPROVED BY:	JTS

**GAS UTILITY RELOCATION
 PROPOSED ATMOS ENERGY PIPELINE
 SOUTHWEST DOWNTOWN PHASE 3
 SAN SABA STREET - PLAN & PROFILE**

WILLIAMSON COUNTY	TEXAS
SCALE: AS SHOWN	SHEET 3 OF 4
DRAWING NO. UEI-1843475-19722-1303	REV B

I:\ATVGS\19722 SA Dev\104 - P - 3\A\DWG\10-UT-1843475-19722-3C3.dwg, 2/1/2013 12:59:15 PM, line V37

EXHIBIT B

PROJECT COST ESTIMATE
SW Downtown Phase 3
City of Round Rock, TX (Williamson County)
Completed by: Ramon Martinez (UEI) (Config 1843475)
May 9, 2013

**Complete Project
Ballpark Estimate Basis**

MATERIAL

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	
500	feet	PIPE POLY 3/4 PE 2406 SDR11 500FT	\$ 0.28 /foot	\$140.75
240	feet	PIPE POLY 2 PE 2406 SDR11 40FT	\$ 0.69 /foot	\$165.12
640	feet	PIPE POLY 4 PE 2406 SDR11 40FT	\$ 2.55 /foot	\$1,631.04
80	feet	PIPE ERW 6 X .280W CS BARE BEV DRL X42	\$ 13.12 /foot	\$1,049.25
160	feet	PIPE ERW 4 X .237W CS BARE BEV DRL X42	\$ 7.69 /foot	\$1,230.75
160	feet	PIPE ERW 2 X .154W CS BARE BEV DRL X42	\$ 3.54 /foot	\$565.60
640	feet	WIRE #12 CU YLW SOLID THHN 500FT	\$ 0.14 /foot	\$89.60
9	each	ELL BF 4 90 DEG PE 2406	\$ 10.20 /each	\$91.80
1	each	ELL BF 4 45 DEG PE 2406	\$ 10.16 /each	\$10.16
2	each	ELL BF 2 90 DEG PE 2406	\$ 3.23 /each	\$6.46
1	each	TEE BF 4 PE 2406	\$ 11.98 /each	\$11.98
1	each	REDUCER BF 4 X 2 PE 2406 CENTRAL 6910025	\$ 6.22 /each	\$6.22
3	each	REDUCER BF 4 X 3 PE 2406 CENTRAL 691040321000	\$ 7.57 /each	\$22.71
1	each	Small Dollar Material (estimated at 5% of listed material and includes small dollar items such as Cathodic Protection, P/L Markers, Pipe Coating, etc)	5.00%	\$244.03
		Stores Loading	4.00%	\$204.99
		Shipping/Transportation	4.00%	\$204.99
		State Sales Tax	8.25%	\$422.79
		Materials Overhead	0.00%	\$0.00
		TOTAL MATERIAL COSTS		\$5,957.49

COMPANY LABOR

	80 hours	Operations	\$ 70.00 /hour	\$5,600.00
	40 hours	Engineering/Construction Management	\$ 70.00 /hour	\$2,800.00
	0 hours	Right-of-Way	\$ 70.00 /hour	\$0.00
	24 hours	Environmental - Review and Mgt.	\$ 70.00 /hour	\$1,680.00
		TOTAL COMPANY LABOR COSTS		\$10,080.00

RIGHT-OF-WAY

	0 day	Contract ROW Agent	\$ 750.00 /day	\$0.00
		TOTAL R-O-W COSTS (payments to landowners)		\$0.00

CONSTRUCTION

750 feet	Installation of approx. 180' of 2" & 570' of 4" Poly by approved bore and/or open trench method includes, but not limited to stringing, fusing, boring, pullback, trenching, strength testing, backfill, hot tapping, restoring and reseeding	89.93 /foot	\$67,450.00
4 each	Installation of four service lines and gas meters	1200.00 /each	\$4,800.00
640 feet	Removal & hauloff and/or grout fill & abandon app. 640' of 2", 3" & 4" Poly and Steel pipe.	1.00 /foot	\$640.00
TOTAL CONSTRUCTION COSTS (per scope of work)			\$72,890.00

CONTRACT EXPENSE

0 days	X-ray	\$ 1,350.00 /day	\$0.00
70 hours	Project Management	\$ 118.00 /hour	\$8,260.00
180 hours	Engineering	\$ 99.00 /hour	\$17,820.00
338 hours	Drafting	\$ 96.00 /hour	\$32,448.00
5 hours	Project Director (P.E. reviews and seals dwgs.)	\$ 121.00 /hour	\$605.00
2 hours	Project Controls Specialist	\$ 99.00 /hour	\$198.00
6 hours	Project Administrator	\$ 58.00 /hour	\$348.00
600 mile	Vehicle Mileage (Engineer)	\$ 0.50 /mile	\$300.00
1 week	Environmental Inspection	\$ 1,025.00 /week	\$1,025.00
0 day	3rd Party Inspection	\$ 661.00 /day	\$0.00
1 day	Survey (Pipeline Centerline Staking)	\$ 2,000.00 /day	\$2,000.00
TOTAL CONTRACT EXPENSE COSTS			\$63,004.00

GAS LOSS

1 lot	Gas Loss/Alternate Fuel	\$ - /lot	\$0.00
TOTAL GAS LOSS COSTS			\$0.00

TOTAL DIRECT COSTS **\$151,931.49**

Indirect

Corporate Overhead (Labor, Corp A&G, BU A&G)	\$85,862.91
TOTAL INDIRECT COSTS	\$85,862.91

Other

Franchise Fee	5%	\$11,889.72
TOTAL OTHER		\$11,889.72

TOTAL ESTIMATED PROJECT COSTS **\$249,684.11**

Assumptions/Comments

- 1) No waterbody crossings and does not include costs for karst discovery
- 2) Estimate does not include costs for holding schedule in extreme weather conditions
- 3) Construction Estimate does not include costs associated with SWPPP Permitting
- 4) Corporate Overhead Rate varies at time of item cost.
- 5) Contractor Construction Estimate Based on Bids Received 5/6/2013.