

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (“City”) and Pump Solutions, Inc (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

The removal of existing pump equipment, provide and install three (3) split case pumps at Pump Station #5 to include all coupling, guard, and base utilizing the existing motors onsite. Pump Solutions, Inc will also make the necessary piping and pump adjustments to make the system operational which is attached hereto and incorporated herein for all purposes as Exhibit “A” (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate on September 30, 2025.

Consideration. Contractor agrees to provide the services stated above:

For the lump sum payment not to exceed \$135,000.00. Contractor is a member of The Interlocal Purchasing System otherwise known as TIPS Cooperative; contract #23010401.

Payment is net 30 days from invoice date following completion of all services.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker’s Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

**SIGNED, ACCEPTED AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

\_\_\_\_\_  
Kent Cagle                      Date  
City Manager

\_\_\_\_\_  
[Name]                      Date

\_\_\_\_\_  
[Title]



Pump Solutions

18594 US Hwy. 59  
New Caney, Texas 77357  
Phone: 281-399-9400  
Fax: 281-399-4901

THIS TRANSMITTAL CONSISTS OF 1 PAGE(S) INCLUDING THIS PAGE.

TO: C.O. KILLEEN  
FROM: Dwight Korenek  
DATE: 03/14/2025  
RE: **PUMP STATION #5 PUMP END REPLACEMENTS - BUDGETARY**

Pump Solutions Inc., is pleased to offer the following equipment for the subject project:

**HSC PUMP END REPLACEMENT OF EXISTING BELL & GOSSETT**

**QTY(3)** Bell & Gossett eHSC-Model 150, Horizontal Pump, Base, Coupler, Model 5x8x15.5, 175 psi WP, 14.125 inch Impeller, MR2: Metric Rubber Bellow-Carbon/SiC/EPDM Seal, No Wear Ring No Casing Wear Ring, BG Choice, 1500 gpm, 185 ft. **Using existing Motors at PS**

**ADDITIONAL ITEMS**

**QTY (1)** Lot of Installation, startup, freight, submittals/O&M, and insurance costs are included. Sales Tax is not applicable.

**Scope to include removal of existing pump equipment, installation of new pump ends, coupling, guard, and base utilizing the existing motors onsite. PSI will make the necessary piping and pump adjustments to make the system operational**

<b>TOTAL LIST PRICE FOR THE EQUIPMENT LISTED ABOVE, EXCLUDING TIPS DISCOUNT</b> .....	<b>\$ 150,000.00</b>
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<b>TOTAL NET PRICE FOR THE EQUIPMENT LISTED ABOVE, INCLUDING TIPS DISCOUNT</b> .....	<b>\$ 135,000.00</b>
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**TIPS INFORMATION**

**NAME: Pump Solutions Inc**  
**ACCOUNT ID #: 8755**  
**CONTRACT #: 23010401**

**Notes:**

**\*\* Pump End Only with Coupling, Guard, and Base included. Motor NOT INCLUDED\*\***  
**\*\* DIMENSIONS OF EXISTING PUMP DO NOT MATCH REPLACEMENT, THEREFORE ADDITIONAL PIPING REWORK WILL HAVE TO BE DONE.\*\***

**Estimated Submittals: 1-2 weeks after receipt of PO**

**Estimated Delivery: 12-14 weeks after receipt of an engineer-approved submittal**

1. No piping, valves, fittings, or any other equipment specifically listed above will be included.
2. The price quoted is F.O.B. Jobsite
3. Federal taxes, state taxes, or local taxes are NOT included.
4. Terms are Net 30 Days, Standard Terms and Conditions Apply.
5. Quote Valid for 90 Days

Thank you for your consideration of the proposed equipment.

Sincerely,

A handwritten signature in cursive script that reads "Dwight Korenek".

Dwight Korenek  
Pump Solutions, Inc.