

## LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen (referred to herein as "City") and Insituform Technologies, LLC (referred to herein as "Contractor"), collectively the "Parties".

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: furnish all labor, materials, equipment, and services necessary to replace approximately 580-feet of 6-inch sewer main and reconnect 15 sewer laterals as outlined in the attached Exhibit A (the "Services")

Term of Agreement. This Agreement shall commence upon the date that the last required signature is affixed and extend for 60 calendar days after Commencement of Work on the Services and may be reasonably extended as necessary to complete the Services, unless terminated in accordance with the terms and conditions hereto.

Consideration. Contractor agrees to provide the Services stated above:

\_\_\_ at the rate of \$\_\_\_ per hour; or

X for a lump sum payment in the amount of \$124,245.00.

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

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 the 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, 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 sixty (60) calendar days' written notice, provided such cause cannot be reasonably cured within such sixty (60) 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.

Entire Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations.

All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of the City shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Contractor. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

*Contract Verification.* Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

**Acknowledgement – “Boycott Israel”**

Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.

**Acknowledgement – “Boycott Energy Companies”**

Texas Government Code, Chapter 2276 – the company 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 Government Code Chapter 809.

**Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

Texas Government Code, Chapter 2274 – the company 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. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

[Signature Page on following page.]

**SIGNED, ACCEPTED AND AGREED** by the undersigned Parties 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    INSITUFORM TECHNOLOGIES, LLC.

\_\_\_\_\_  
Kent Cagle, City Manager  
City of Killeen

 

\_\_\_\_\_  
Date

*Ursula J. Youngblood.*  
Ursula J. Youngblood  
Contracting & Attesting Officer

19 December 2025

\_\_\_\_\_  
Date





Corporate Address for Contracts:  
580 Goddard Avenue  
Chesterfield, MO 63005  
[www.insituform.com](http://www.insituform.com)

Timothy N. Naylor  
3413 Hunter Rd., San Marcos, Tx 78666  
Phone: 512-677-8732  
[tnaylor@azuria.com](mailto:tnaylor@azuria.com)

December 5, 2025

SO-00216164

## Buyboard Proposal

### **City of Killeen TX – Conder Emergency Sewer Replacement by Means of Pipebursting**

INSITUFORM TECHNOLOGIES, LLC (Insituform) herein proposes to furnish all labor, materials, equipment, and services, with the noted exclusions, for accomplishing the referenced task as described in the project location maps presented by the City of Killeen (City) utilizing The Local Government Purchasing Cooperative Contract #730-24 administered by the Buyboard.

#### **ASSUMPTIONS AND QUALIFICATIONS**

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During TV inspection all lateral side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated and a pay item provided, assumes that all laterals will be reconnected. Specific service connections will not be reconnected only when a written directive is received from the Owner. The Owner will indemnify and hold Insituform Technologies, LLC. harmless from all claims arising from backups and other effects of such actions or inactions.

Water shall be provided at no cost to Insituform Technologies, LLC. for all construction phases of this project. Insituform Technologies, LLC. will follow all required deposit, backflow prevention, and metering procedures.

Insituform has provided a pay item herein for Payment and Performance Bonds. An appropriate Certificate of Insurance shall be provided following acceptance of this proposal.

#### **Proposal Terms and Conditions**

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Terms and Conditions of the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Technical specifications shall be those of the City of Killeen supplemented by that of the Buyboard and North Central Texas Council of Governments Public Works Construction Standards latest edition. Any changes to these conditions must be noted and agreed upon by both parties.

## PROPOSAL PRICING

| Line Number | Description  | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) |
|-------------|--|--------------|-----------------|----------------------|-----------------------|
| 1           | Mobilization Per Crew - Texas  | 1.00         | EA              | \$10,000.00          | \$10,000.00           |
| 2           | 6" - 8" Clean and TV   | 580.00       | LF              | \$7.00               | \$4,060.00            |
| 3           | Burst existing 6" or 8" to 8" IPS SDR 19 ( 0' - 8' deep)                       | 580.00       | LF              | \$72.00              | \$41,760.00           |
| 4           | 8" - 12" Pipeburst Setup Charge Per Install Length                             | 580.00       | LF              | \$7.00               | \$4,060.00            |
| 5           | 6" - 8" Point repair (Obstruction removal by excavation if needed during CCTV) | 1.00         | EA              | \$2,000.00           | \$2,000.00            |
| 6           | Access Pit (0'-8' deep)  | 1.00         | EA              | \$2,500.00           | \$2,500.00            |
| 7           | Access Pit (8'-12' deep)   | 1.00         | EA              | \$3,500.00           | \$3,500.00            |
| 8           | External reconnect ( 0' - 8' deep)   | 15.00        | EA              | \$1,275.00           | \$19,125.00           |
| 9           | Extra length service over 5' long  | 30.00        | LF              | \$40.00              | \$1,200.00            |
| 10          | Bypass System Equip/pipe delivery, tear down, pick up 3" - 4"                  | 1.00         | EA              | \$9,000.00           | \$9,000.00            |
| 11          | 6" - 18" Post TV Inspection After Rehabilitation                               | 580.00       | LF              | \$3.00               | \$1,740.00            |
| 12          | Repair/Rehab chain link fence with new   | 25.00        | LF              | \$75.00              | \$1,875.00            |
| 13          | Repair/Rehab wooden fence with new   | 25.00        | LF              | \$75.00              | \$1,875.00            |
| 14          | Sod (If needed)  | 300.00       | SY              | \$18.50              | \$5,550.00            |
| 15          | Traffic Control - Residential  | 1.00         | LS              | \$3,500.00           | \$3,500.00            |
| 16          | General Restoration, initial clearing, final clean up                          | 1.00         | LS              | \$9,750.00           | \$9,750.00            |
| 17          | Bond & Insurance   | 1.00         | LS              | \$2,750.00           | \$2,750.00            |
|             |  |              |                 |                      | \$124,245.00          |

City to provide:

- Access to manholes – including property owner coordination, if necessary.
- Water cost – meter at nearby hydrant.
- Lab Testing, if necessary.
- Tax Exempt Certificate.

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC.

CITY OF KILLEEN, TX



TIMOTHY N. NAYLOR  
COMMERCIAL MANAGER  
SOUTHWEST

SIGNATURE

DATE

NAME

TITLE



Enter Map Name



8/11/2025, 2:54:44 PM

StreetNames2

Bell County Cities

Bartlett

Belton

Copperas Cove

Harker Heights

Holland

Little River-Academy

Morgan's Point Resort

Nolanville

Rogers

Salado

Tampani

Troy

Bell County Roads

Citylimits

Parcel

StreetCenterline

PRINCIPAL ARTERIAL

MINOR ARTERIAL

MARGINAL ACCESS

COLLECTOR

LOCAL STREET

Phase 4 - 5 Smoke Defects

Main

Collection

Force

Interceptor

Service

ssAir\_Relief

Sewer Main

Force

Interceptor

Collection

Service

Force Abandoned

Interceptor Abandoned

Collection Abandoned

SewerValve

Manhole Have Overflowed

No

1:1,128

0 0,01 0,02 0,04 mi

0 0,02 0,04 0,07 km

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA