



**NAMAN HOWELL  
SMITH & LEE<sup>PLLC</sup>**  
ATTORNEYS AT LAW

400 Austin Avenue  
Suite 800  
P.O. Box 1470  
Waco, Texas 76703  
(254) 755-4100  
Fax (254) 754-6331

Offices in:

- Austin
- Fort Worth
- San Antonio
- Waco

[www.namanhowell.com](http://www.namanhowell.com)

February 14, 2018

Ms. Kathryn H. Davis  
City Attorney  
City of Killeen  
P.O. Box 1329  
Killeen, Texas 76540-1329

*Via E-Mail [kdavis@killeentexas.gov](mailto:kdavis@killeentexas.gov)*

**Re: Stagecoach Road Widening Project**

Dear Kathy:

This will acknowledge our telephone conferences with you of February 2, 2018 and February 8, 2018, during which you requested that we represent the City of Killeen, Texas in connection with claims to be asserted by or against the City related to the widening of Stagecoach Road in the City of Killeen with those claims potentially being by or against McLean Construction Company and/or Big Creek Construction. We have checked for conflicts and find none and are pleased to accept this assignment.

As discussed, David LeBas of our Austin office will assist me in representing the City of Killeen in this matter since he has substantial experience in construction litigation.

We understand you will forward to us in the near future copies of the construction contracts in question, together with other documents related to this matter.

Most of our work on this case will be done either by the undersigned or by Mr. LeBas, with possibly some work done by either Andy Powell or Stephanie Schwab. We propose to bill at the rate of \$225.00 per service hour for the undersigned and for Mr. LeBas, \$185.00 per service hour for Mr. Powell, and \$160.00 per service hour for Ms. Schwab, in connection with our work on this matter. In the unlikely event any other lawyers in our firm work on this case, their service hour rates will be between \$160.00 per service hour and \$225.00 per service hour depending upon their level of experience. Any work by legal assistants in our firm on this matter will be billed at the rate of \$60.00 per service hour.

We will bill for our services in this matter on a monthly basis and understand that we are to send our statements to you for processing.

The services performed by our firm will be billed based upon the services recorded by attorneys and legal assistants working on the matter. They will record their services in minimum increments of one-tenth service hour. Our rates are periodically reviewed, generally on an annual basis, and are subject to adjustment but only with prior notice to and approval of the client. The reverse side of our statement for services and expenses include additional information regarding our billing for service hours and expenses. Enclosed is a copy of that information.

In addition to fees based upon time as described above, charges will be made for expenses incurred by the firm in connection with our representation, such as charges for photocopying, express mail services, certified mail, certified copies, court costs, costs associated with depositions, travel, computerized research or information gathering and other expense items.

Please confirm your agreement to the terms and conditions of our engagement in this matter as set forth herein by signing and returning to us by e-mail a copy of this letter. Please advise if you have any questions or if revisions are needed.

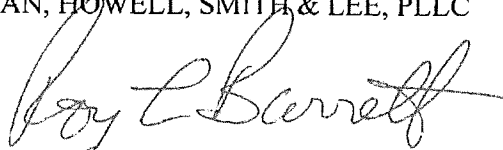
Thank you again for referring this matter to us.

We look forward to working with you and with Deputy City Attorney Holli Clements and other members of your staff regarding this matter.

Very truly yours,

NAMAN, HOWELL, SMITH & LEE, PLLC

BY:



Roy L. Barrett

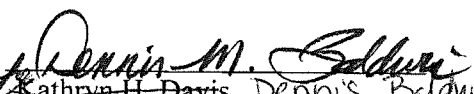
RLB:slh

Cc: David LeBas  
[of the firm]

[Via E-mail dlebas@namanhowell.com](mailto:dlebas@namanhowell.com)

APPROVED AND AGREED

CITY OF KILLEEN, TEXAS

By   
Kathryn H. Davis Dennis Baldwin  
City Attorney ACM



ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
*Letter of Representation for Stagecoach Road Widening Project*

This addendum supplements that certain Letter of Representation for Stagecoach Road Widening Project, dated February 14, 2018, made by and between the City of Killeen ("City") and Naman, Howell, Smith & Lee, PLLC ("Vendor").

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 20<sup>th</sup> day of June, 2018.

City of Killeen

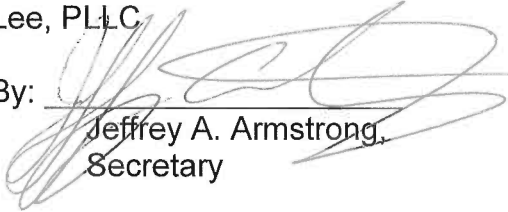
Vendor

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Naman, Howell, Smith &  
Lee, PLLC

By:   
Jeffrey A. Armstrong,  
Secretary