



## Memo

**To: Travis Club Site Developers/Owners/Builders**

**From: Travis Club**

**Date: May 2, 2025**

**RE: *Low Pressure Sewer (LPS) Notification and System Review Requirements for Certain Lots within Travis Club***

Topographic site conditions prevent the use of conventional gravity sanitary sewer service at certain lots within Phase 1 and Phase 2 of Travis Club. Development of homes that cannot utilize a conventional gravity sanitary sewer system will require an individual Low-Pressure Sewer (LPS) pump system. An LPS system will be required in locations where homes must connect to a low-pressure force main in the street as well as where gravity flow from the house to the street gravity main is not feasible. Please see the list below and attached Figures 1A, 1B, 2A, and 2B for anticipated lots that will and lots that may require an LPS system. Home builders shall be responsible for ultimately determining if their design will utilize conventional gravity sanitary sewer service or if an LPS system will be required.

The LPS system in each home must be designed to work with the overall Travis Club sewerage system as well as meet the requirements specific to each home site, including the planned pump location and elevation as well as anticipated living space area. Home sites with Accessory Dwelling Units (ADU) may require an additional grinder pump depending on location and elevation.

Kimley-Horn will provide a site-specific LPS system recommendation and shop drawings that can be incorporated into site plans. Home builders of sites identified in the list below shall submit a completed LPS System Recommendation Application (Attachment A), completed services agreement (Attachment B), and applicable fee to Kimley-Horn. A copy of the application shall be emailed to Travis Club Architectural Review at [janet@mccauleyarc.com](mailto:janet@mccauleyarc.com) and to Michael Loftis, PE with Kimley-Horn at [TravisClub@kimley-horn.com](mailto:TravisClub@kimley-horn.com).

Sites that connect to the LPS sewer main and will require LPS/individual grinder pumps along with system conformance review by Kimley-Horn are:

- **Phase 1:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53
- **Phase 1 Villas:** 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, and 106
- **Phase 2:** 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, and 181
- **Phase 2 Villas:** 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, and 245

Sites that connect to gravity sewer main but have been identified as likely requiring LPS/individual grinder pumps due to site layout in relation to the sewer main:

- **Phase 1:** 34, 35, 36, 37, 38, 39, 40, 41, and 42

*Note: These sites connect to a gravity sewer main and therefore do not require system conformance review by Kimley-Horn.*

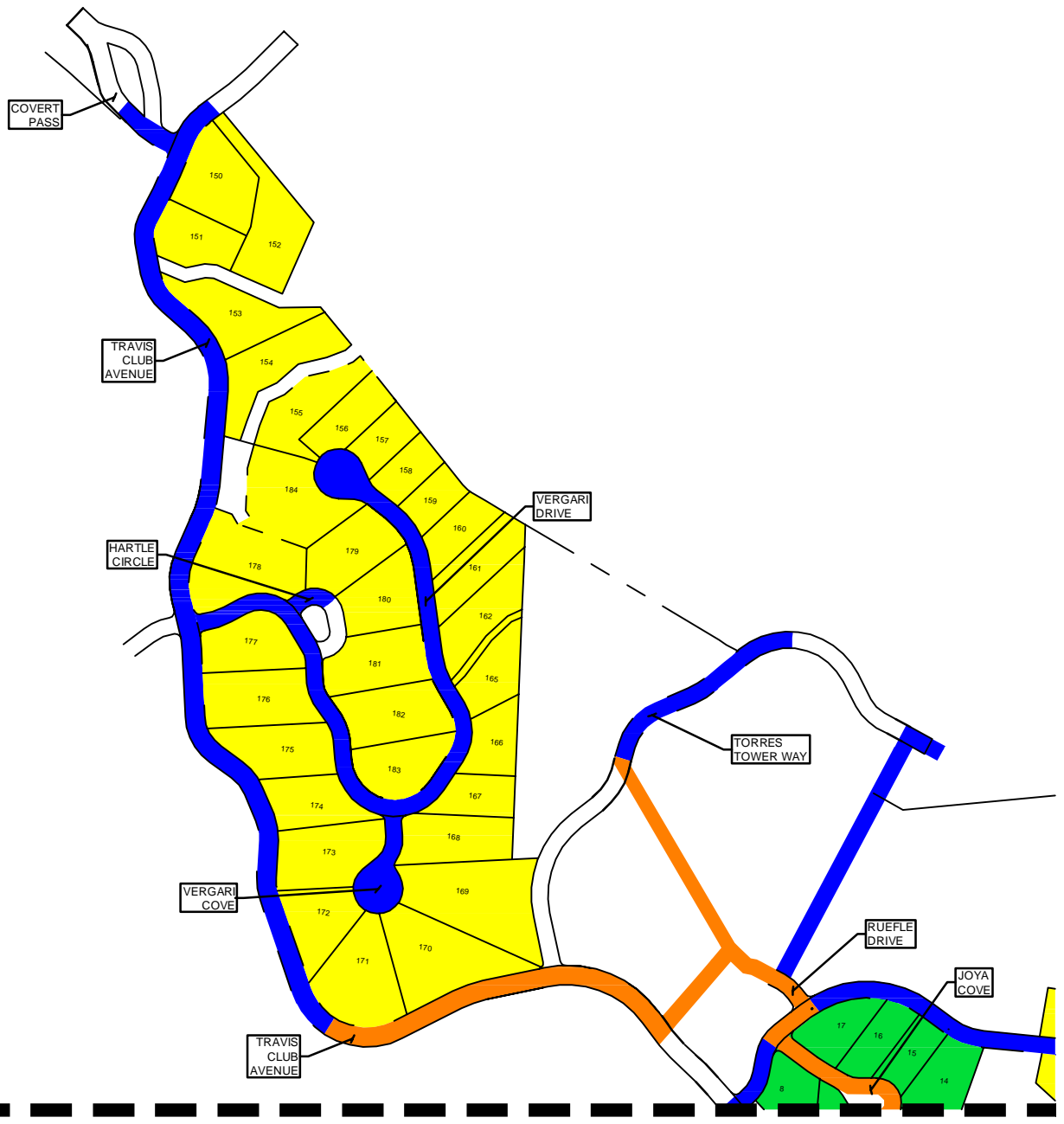
Please complete all sections with a gray highlight on Attachment A and Attachment B and provide requested information associated with those applications. Once a complete application and payment has been received, Kimley-Horn will perform a LPS system performance review and LPS package recommendation.

**The application (Attachment A) and services agreement (Attachment B) can be submitted electronically to Kimley-Horn and Associates:** [TravisClub@kimley-horn.com](mailto:TravisClub@kimley-horn.com).

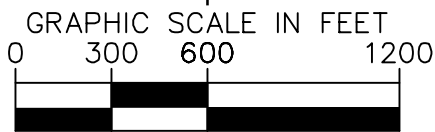
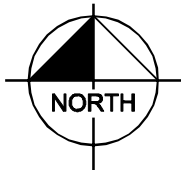
**Please make checks payable to:**





**Kimley-Horn and Associates  
Attn: Travis Club LPS Review  
PO Box 951640  
Dallas, TX 75395**

Please contact Michael Loftis, P.E. of Kimley-Horn at [TravisClub@kimley-horn.com](mailto:TravisClub@kimley-horn.com) should you have any questions regarding the LPS system requirements.



CONTINUATION ON EXHIBIT 1B



LEGEND	
	CONNECTION TO LOW PRESSURE SEWER (LPS) MAIN REQUIRING LPS/INDIVIDUAL GRINDER PUMPS
	CONNECTION TO GRAVITY SEWER MAIN, BUT MAY REQUIRE LPS PUMP SYSTEM DUE TO SITE LAYOUT IN RELATION TO GRAVITY SEWER MAIN
	LOW PRESSURE SEWER MAIN
	GRAVITY SEWER MAIN

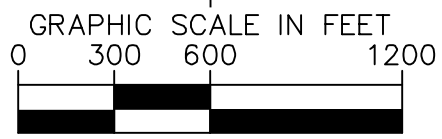
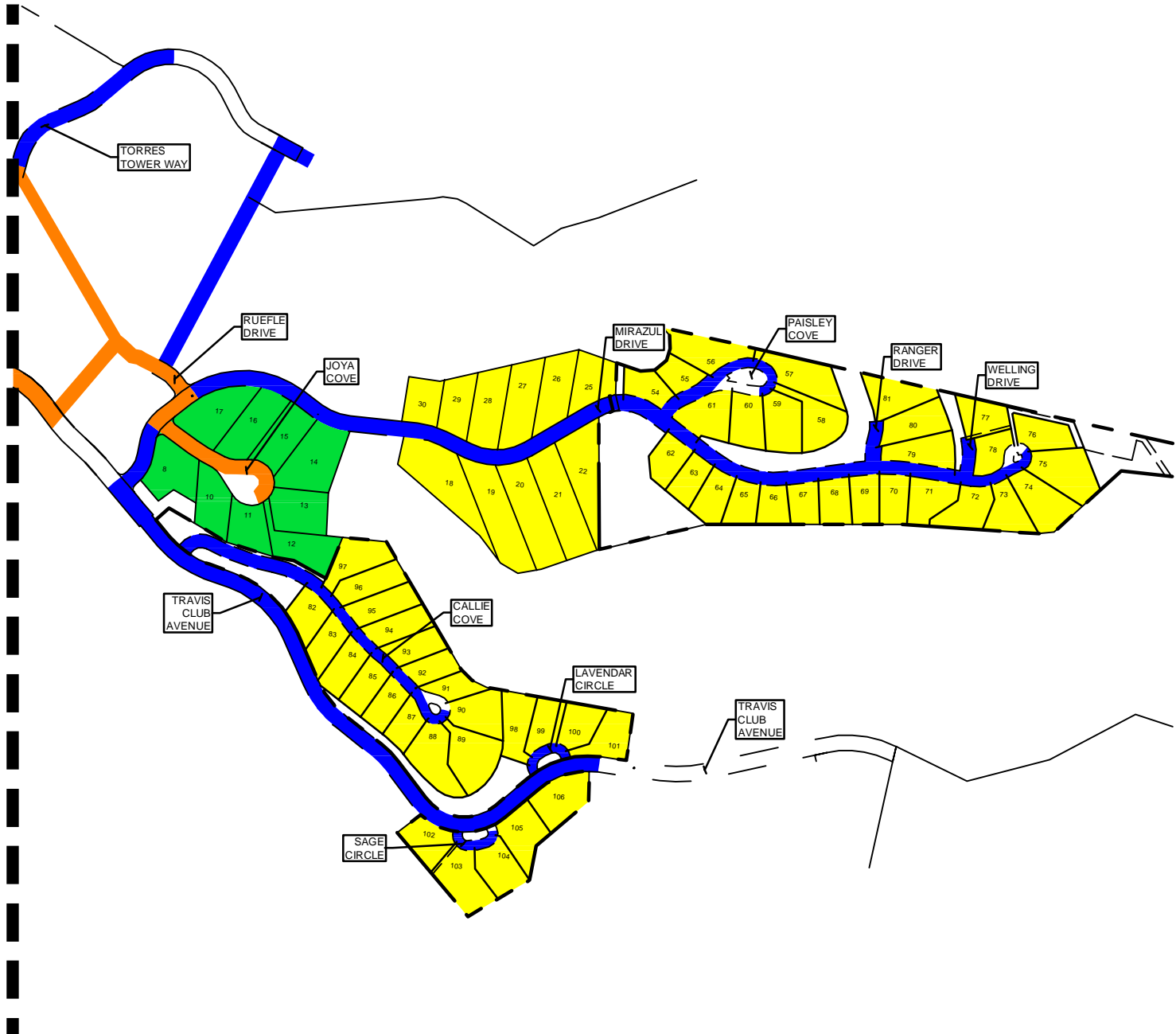


5301 Southwest Parkway  
 Building 2, Suite 100  
 Austin, TX 78735  
 512-646-2237  
 State of Texas Registration No. F-928

TITLE:  
 PROJECT:  
 DATE:  
 PAGE:

LOW PRESSURE SEWER EXHIBIT  
 TRAVIS CLUB - PHASE 1  
 December 2023

CONTINUATION ON EXHIBIT 1A



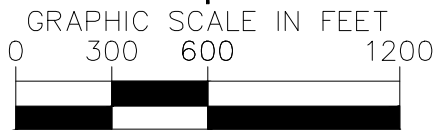
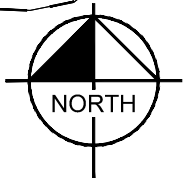
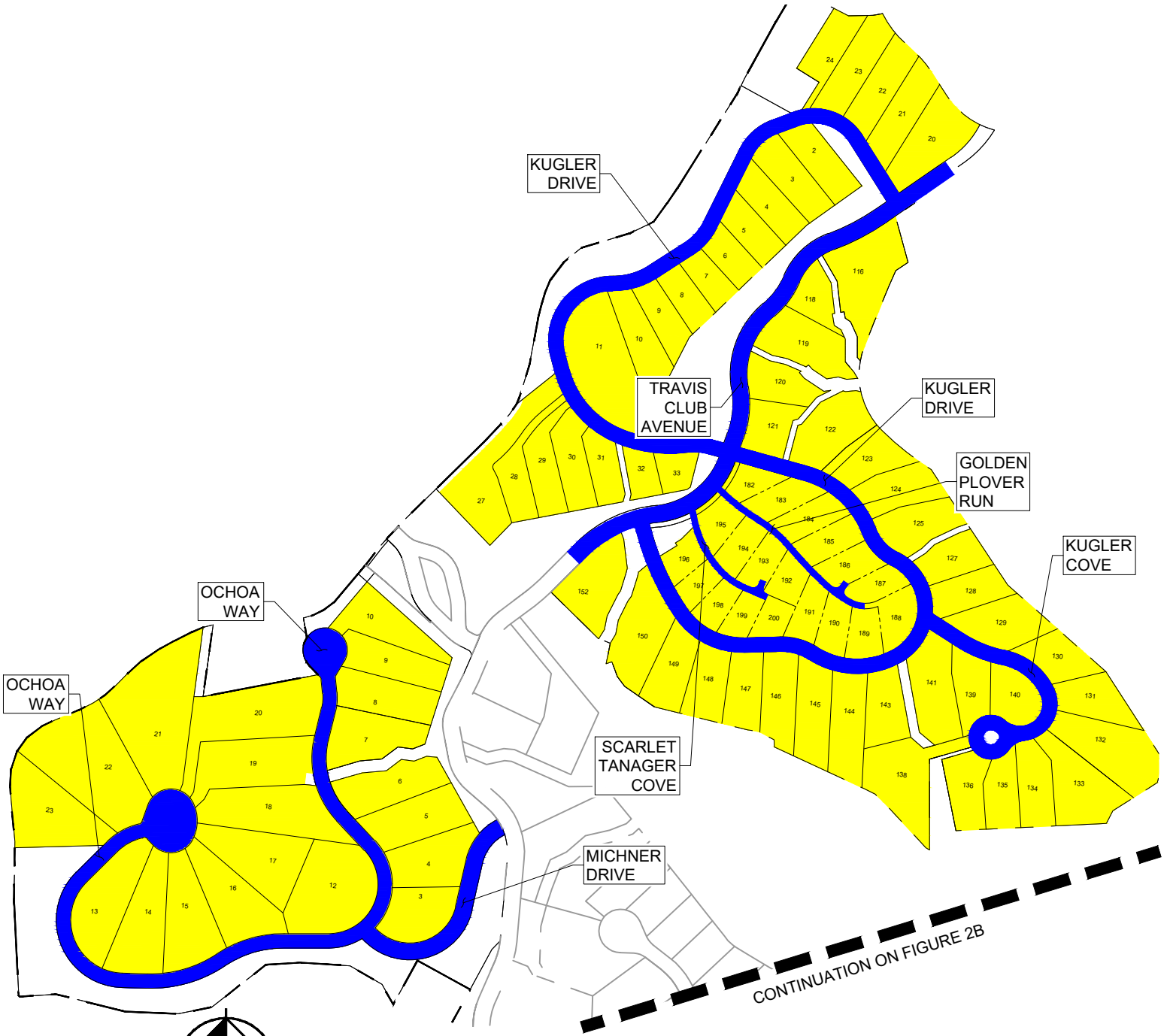
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LOW PRESSURE SEWER EXHIBIT  
 TRAVIS CLUB - PHASE 1  
 December 2023  
 1B



LEGEND	
	CONNECTION TO LOW PRESSURE SEWER (LPS) MAIN REQUIRING LPS/INDIVIDUAL GRINDER PUMPS
	CONNECTION TO GRAVITY SEWER MAIN, BUT MAY REQUIRE LPS PUMP SYSTEM DUE TO SITE LAYOUT IN RELATION TO GRAVITY SEWER MAIN
	LOW PRESSURE SEWER MAIN
	GRAVITY SEWER MAIN

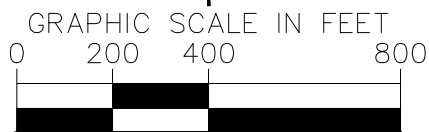
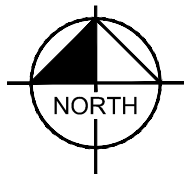
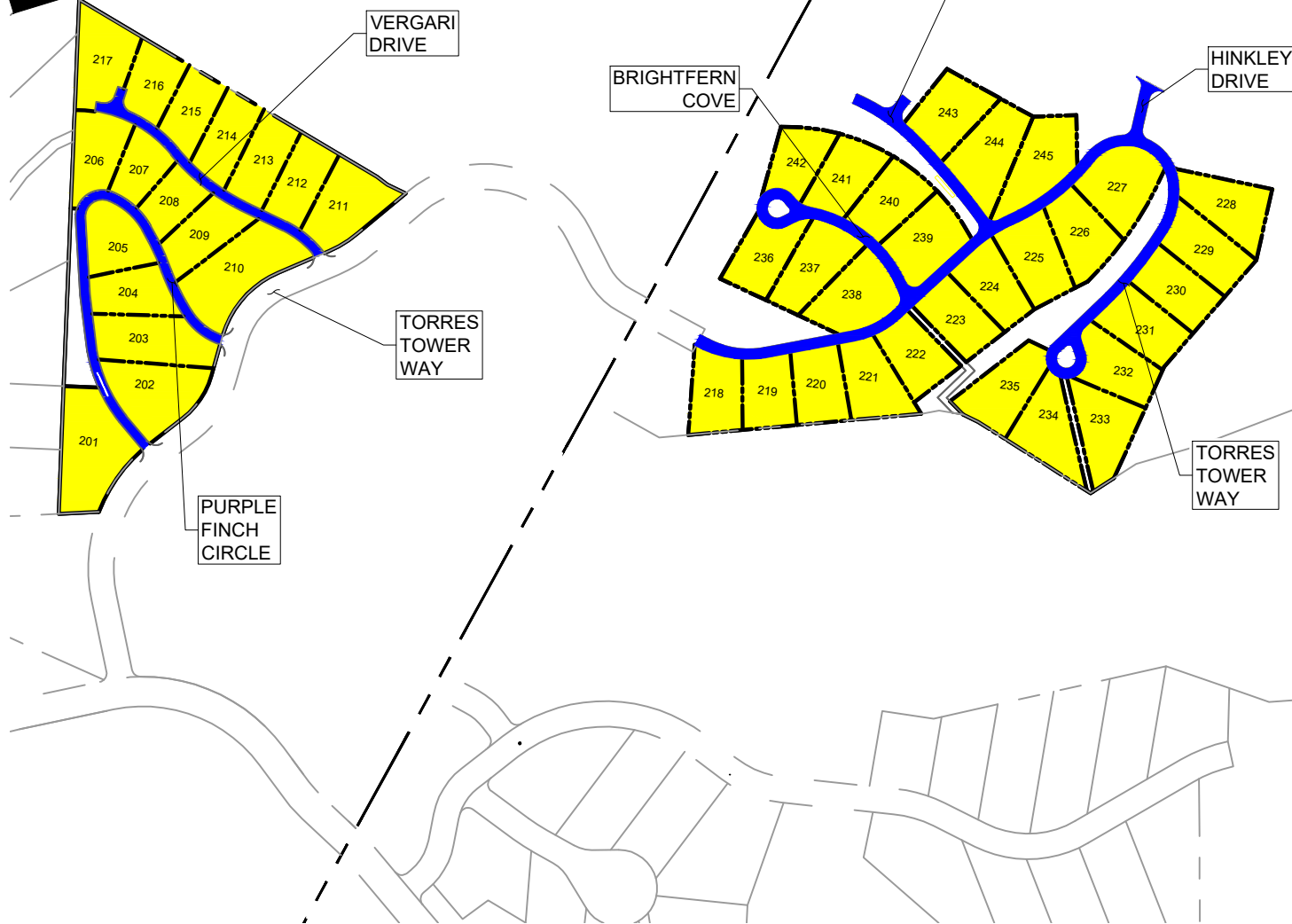
# Kimley»Horn

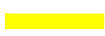



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TITLE:  
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 PAGE:

LOW PRESSURE SEWER EXHIBIT  
 TRAVIS CLUB - PHASE 2  
 February 2025  
 2A

CONTINUATION ON FIGURE 2A



LEGEND	
	CONNECTION TO LOW PRESSURE SEWER (LPS) MAIN REQUIRING LPS/INDIVIDUAL GRINDER PUMPS
	CONNECTION TO GRAVITY SEWER MAIN, BUT MAY REQUIRE LPS PUMP SYSTEM DUE TO SITE LAYOUT IN RELATION TO GRAVITY SEWER MAIN
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	GRAVITY SEWER MAIN



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LOW PRESSURE SEWER EXHIBIT  
 TRAVIS CLUB - PHASE 2  
 February 2025  
 2B

**ATTACHMENT A –**

**Travis Club LPS System Recommendation Application**

**Application Fee:** \$3,500\*; payment must be submitted at time of application

Site Number:

Proposed House Size (SF living space):

Proposed Bury Depth of Sewer Lateral Into LPS Basin:

Proposed Number of Toilets:

In addition to the above, home builders shall provide a map detailing the preferred location of the LPS basin and preferred routing of LPS pipe to connection at property line.

Kimley-Horn will perform a review of the provided information and develop a recommendation for an LPS system that is suitable for the specific site conditions and conforms to the overall Travis Club sewerage system (no design services are included). Specific LPS system component recommendations including a pre-packaged duplex grinder pump sewage lift station and shop drawings that detail the basin, pumps, control panel, alarm, and float switch will be provided by Kimley-Horn for inclusion in the house design plans. Kimley-Horn will also visit the site one time to observe the startup and testing of the LPS system when it is brought online by the home builder.

Please contact Michael Loftis, P.E. of Kimley-Horn at [TravisClub@kimley-horn.com](mailto:TravisClub@kimley-horn.com) should you have any questions regarding this.

**\* Price as of date of memorandum; subject to change.**

## ATTACHMENT B – Professional Services Agreement

Date: \_\_\_\_\_

Re: **Professional Services Agreement for LPS System Review and/or Recommendation**

Dear Client:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to \_\_\_\_\_ (“Client”) for providing review and/or recommendation of Low Pressure Sewer (“LPS”) systems for individual sites at Travis Club.

### Scope of Services

Kimley-Horn will review the application provided by the Client for completion and will provide requested information to Hydro Source Services, Inc. Hydro Source Services, Inc will review the proposed LPS system or recommend an LPS system based on information provided for compliance with the overall LPS system for Travis Club.

Upon completion of the installation, the Client shall notify Kimley-Horn. Kimley-Horn will make a site visit with the Client to observe the start up of the LPS system. Kimley-Horn will prepare a Site Review Memo for each property that will be provided to the Client.

### Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Preparation of site design plans;
- Permitting with Travis County;
- Design of the LPS system;
- Inspection, Maintenance, or Procurement of the LPS system.

### Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to information identified as required in the Application (Attachment A) and the Request For Information attached to this agreement.

### Schedule

We will provide our services as expeditiously as practicable.

## Fee and Expenses

Kimley-Horn will perform these services for the total lump sum fee below.

Attachment A – LPS System Recommendation Application:      \$3,500 Lump Sum

All fees shall be paid prior to the commencement of work at time of application submittal.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to client identified in this agreement.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return one copy to us with full applicable payment. We will commence services only after we have received a fully-executed agreement and payment.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael A. Loftis, P.E.  
Project Manager

Brit A. Brignon, P.E.  
Senior Vice President

**NAME OF CLIENT**  
**An Individual**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name)

Attachment – Request for Information  
Attachment – Standard Provisions

### Request for Information

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

#### Client Identification

Client's Name	
Client's Mailing Address	
Client's Phone Number	
Client's Email Address	

#### Property Identification

Travis Club Lot #	
Tax Assessor's Property ID	
Street Address	

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS'

FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.