



Memo

To: Travis Club Site Developers/Lot Owners

From: Travis Club

Date: February 4, 2025

RE: *Plat Modification Requirements for Lots within Travis Club*

This memo outlines the requirements and process for a plat modification within the Travis Club Subdivision to combine adjacent lots. The process follows the Travis County Subdivision Regulations and is intended for minor adjustments, such as amending lot boundaries. The modification must comply with Texas Local Government Code and cannot remove existing restrictions or require variances.

Lot owners seeking to modify a plat within Travis Club have two options:

Option 1: Owners may use their own professional surveyor and engineer to prepare the required Travis County Subdivision Application (<https://www.traviscountytx.gov/tnr/development-services/apply-for-a-permit/subdivision-final-plat>) and modified plat. They or their consultant will submit directly to Travis County, and they will manage all aspects of the permitting process themselves. They must also submit the modified plat to Kimley-Horn for review to ensure the proposed modifications are consistent with the overall Travis Club Master Plan. Kimley-Horn will respond to any questions from LCRA regarding the changes. This review does not include any coordination or assistance with preparing the application or plat itself.

Option 2: Owners may choose to use Kimley-Horn to prepare the Travis County Subdivision Application and modified plat. In this option, Kimley-Horn would handle all related processing with the County.

Each lot owner is further advised that prior to submitting any application, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to a preliminary plan or a development plan (a "Regulatory Submission Item") that is required to be submitted by the lot owner to a Governmental Entity for approval or issuance of a permit, as applicable, the lot owner must first obtain approval from the Architectural Reviewer of the Regulatory Submission Item (the "Preliminary Regulatory Approval").

Submit Plans to:

Travis Club Architectural Reviewer

arc@travisclubaustin.com

Plat Modification Processes

Option 1 – Lot Owner’s surveyor and engineer provides plat modification:

Lot owners shall submit the modified plat, a completed Plat Modification Review Form (Attachment A), Completed Services Agreement for Plat Modification Review (Attachment B) with corresponding review fee to Kimley-Horn. Kimley-Horn will only review the modified plat to ensure it is consistent with the overall Travis Club Master Plan. This review will not include a review of the Travis County Subdivision Application.

A completed copy of the Plat Modification Review Form (Attachment A) and Completed Services Agreement for Plat Modification Review (Attachment B) shall be emailed to the Travis Club Architectural Reviewer at arc@travisclubaustin.com and to Michael Loftis, PE with Kimley-Horn at TravisClub@kimley-horn.com. All sections highlighted gray are required to be completed.

Option 2 – Kimley-Horn provides plat modification:

Kimley-Horn will prepare the Travis County Subdivision Application and modified plat and will submit directly to Travis County on behalf of the lot owner. Lot owners shall submit a Plat Modification Preparation Form (Attachment C), a Completed Services Agreement for Plat Modification Preparation (Attachment D) with corresponding fee, and a completed Agent Authorization Form (Attachment E) to Kimley-Horn. The submittal package to the County will include the following items:

- Letter of Intent
- Current Ownership Documentation (to be provided by lot owner)
- Travis County Code Compliance Summaries
- Water and Wastewater Will Serve Letters
- Letters from the Municipal District, electrical provider, and telephone/internet provider to approve release of existing easements
- Recorded Final Plat

Once reviewed and approved by Travis County staff, Kimley-Horn will record the modified plat with the Travis County Clerk to finalize the changes.

A completed copy of the Plat Modification Preparation Form (Attachment C), Completed Services Agreement for Plat Modification Preparation (Attachment D), and Agent Authorization Form (Attachment E) shall be emailed to the Travis Club Architectural Reviewer at arc@travisclubaustin.com and to Michael Loftis, PE with Kimley-Horn at TravisClub@kimley-horn.com. All sections highlighted gray are required to be completed. Kimley-Horn will commence work once all applicable forms and payments are received. Please make payment to the following:

Kimley-Horn and Associates

Attn: Travis Club Plat Modification Review/Preparation
PO Box 951640
Dallas, TX 75395

Please contact Michael Loftis, P.E. of Kimley-Horn at TravisClub@kimley-horn.com should you have any questions.

ATTACHMENT A – Travis Club Plat Modification Review Form

Review Fee: \$1,500.00* (Payment must be submitted at time of review)

Subdivision Name/Phase Number

Travis Club Lot Nos. (To be Modified)

Street Location and Acreage:

Lot owners are required to submit the Travis County Subdivision Application directly to the County. Preparation for the package will require the involvement of both a Professional Surveyor and a Professional Engineer.

Kimley-Horn will only review the submitted modified plat to verify that it is consistent with the overall Travis Club Master Plan; this review will not address the contents of the Travis County Subdivision Application.

Please contact Michael Loftis, P.E. of Kimley-Horn at TravisClub@kimley-horn.com should you have any questions.

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

ATTACHMENT B – Professional Services Agreement

Date: _____

Re: **Professional Services Agreement for Plat Modification Review**

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 for a plat modification for individual sites at Travis Club.

Scope of Services

Kimley-Horn will review the modified plat to make sure it is consistent with the overall Travis Club Master Plan. This will not include a review of the Travis County Subdivision Application submittal package.

Services Not Included

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

- Separate Instrument Easements
- Revisions for Site Development Plans

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 Plat Modification Requirements for Lots within Travis Club Memo.

Schedule

We will provide our services as expeditiously as practicable.

Fee and Expense:

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

Plat Modification Review \$1,500 Lump Sum

All fees shall be paid up front at time of review.

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.

We appreciate the opportunity to provide these services to you. Please contact for any questions.
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Michael A. Loftis, P.E.
Project Manager



Ben Williams, P.E.
Vice President

NAME OF CLIENT An Individual

(Signature)

(Date)

(Print or Type Name)

Attachment – Standard Provisions

ATTACHMENT C – Travis Club Plat Modification Preparation Form

Plat Modification Preparation Fee: \$9,500.00 Lump Sum*

Travis County Subdivision Application Fee: \$1,055.00 per lot to be combined*

Payment includes Travis County review fees and must be submitted at time of application

This form shall be used if the lot owner prefers that Kimley-Horn prepare the Travis County Subdivision Application and modified plat, which includes Travis County Code Compliance Summaries along with Water and Wastewater Will Serve Letters.

Client's Name:

Client's Mailing Address:

Client's Phone Number:

Client's Email Address:

Phase Number:

Travis Club Lot Nos. (To be Modified):

Street Name:

Tax Assessor's Property ID:

Please contact Michael Loftis, P.E. of Kimley-Horn at TravisClub@kimley-horn.com should you have any questions regarding the Plat Modification Preparation.

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

ATTACHMENT D – Professional Services Agreement

Date: _____

Re: **Professional Services Agreement for Plat Modification Preparation**

Dear Client:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to _____ (“Client”) for preparing a Travis County Subdivision Application for plat modification for individual sites at Travis Club.

Scope of Services

Kimley-Horn will prepare and submit a Travis County Subdivision Application for Plat Modification to Travis County for review. Kimley-Horn will attend one meeting with review staff. Kimley-Horn will provide the necessary work required to establish the revised platted boundary.

This task will capture effort expended by Kimley-Horn for the Travis County submittal and responses to jurisdictional review comments. Once approved, Kimley-Horn will coordinate filing of the modified Plat with Travis County.

Services Not Included

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

- Separate Instrument Easements
- Revisions for Site Development Plans

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 Memo.

Schedule

We will provide our services as expeditiously as practicable.

Fee and Expense: *Kimley-Horn will perform these services for the total lump sum fee below.*

Plat Modification Preparation Fee: \$9,500 Lump Sum

Travis County Subdivision Application Fee: \$1,055.00 per lot to be combined

All fees shall be paid up front 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.

We appreciate the opportunity to provide these services to you. Please contact for any questions.
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael A. Loftis, P.E.
Project Manager

Ben Williams, P.E.
Vice President

NAME OF CLIENT An Individual

(Signature)

(Date)

(Print or Type Name)

Attachment – Standard Provisions

ATTACHMENT E – Agent Authorization Form

Agent Authorization Form

Travis Club
Project Name

Print Name

have authorized Michael Loftis, P.E.
Print Name of Agent/Engineer

of Kimley-Horn
Print Name of Firm

to represent and act on the behalf of the above-named Corporation, Partnership, or Entity for the purpose of preparing and submitting subdivision applications to Travis County for the review and approval consideration of development activities.

Signature

Date

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 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.