



October 21, 2025

Mr. Jose L. Centeno
City of Laredo
Utility Department
5816 Daugherty Avenue
Laredo, Texas 78041

**Re: Letter Agreement for Professional Consulting Services
City of Laredo – Consulting Services Lift Station Design Guidelines**

Dear Mr. Centeno

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this Letter Agreement to the City of Laredo ("City") for providing professional engineering services related to the development of comprehensive Lift Station Design Guidelines. The following outlines our understanding of the project, scope of services, schedule, and fees.

Project Understanding

The City of Laredo desires to establish uniform design standards for the planning, design, construction, operation, and rehabilitation of wastewater lift stations within the City's wastewater collection system. This effort will ensure consistency across future design projects and align design requirements with applicable regulatory standards, including Texas Commission on Environmental Quality (TCEQ) Chapter 217, Occupational Safety and Health Administration (OSHA), and City of Laredo specifications.

Scope of Services

Kimley-Horn will perform the following professional services as detailed in the scope of work described below.

Task 1. Project Management, City of Laredo Coordination (\$4,600)

This category generally consists of those project administration, coordination and supervision activities required to direct the project team including coordination with other projects, and quality management so that project milestones and deliverables meet schedule and budget constraints. This scope will encompass the administration, coordination and supervision during the design phase and is intended to be captured in tasks for each phase.

Task 1.1 - City Department Coordination

Kimley-Horn will conduct monthly progress/coordination meetings with City staff, as necessary to obtain decisions and input from City to achieve the meeting objectives. Meetings are to be informal in nature and will not require agenda nor meeting minutes. However, if required by the City, one meeting out of the month may be formal with agenda and meeting minutes as needed. In determining level of effort, it was anticipated that project will take approximately three months inclusive of City reviews.

Task 1.2 - Monthly Invoicing

Kimley-Horn will submit invoices monthly in the approved format for City's review and approval. Schedule is anticipated to be three (3) months from notice to proceed.

Task 2. Project Initiation - Assessment of Existing Infrastructure and Practices (\$9,700)

Task 2.1 – Project Kick-off Meeting

Kimley-Horn will meet with the City to kick-off the project. Agenda and sign-in sheet will be provided. Meeting minutes will be taken and provided to attendees.

Task 2.2 – Data Collection and Review

Kimley-Horn will obtain existing background information and review the following documents in the development of the lift station design guidelines. Lift Station designs shall be selected by the City, with the intent of City staff providing clarity on preferences that will assist Kimley-Horn in the development of the guidelines and drawings.

- a. Review up to two (2) lift station designs. Inclusive of construction plans and specifications.
- b. Review up to five (5) standard drawings/details.
- c. Review current operation data, historical maintenance records and operation performance within the past year to identify recurring challenges. This effort is limited to four (4) hours, any additional effort will be billed under task 2.3.
- d. Conduct one (1) interview/meeting with key lift station personnel to identify recurring issues, needs and preferences.
- e. Review existing maintenance equipment, portable generators, and vehicles used in maintenance of the existing lift stations.
- f. Perform site visits at four (4) lift stations throughout the City.

Task 2.3 – Additional Data Collection and Review

Kimley-Horn will review and collect additional data as requested by the City for the development of the lift station design guidelines. Any additional effort outside what is listed in 2.1 and 2.2 will be billed on an hourly basis per the attached rate schedule under Task 6.

Task 3. Development of Design Criteria (\$12,300)**Task 3.1 – Design Criteria**

Kimley-Horn to define standards for the following items per industry standards and data and feedback collected from the City of Laredo.

- a. Site Layout
- b. Structural design
- c. Pump sizing
- d. Wet well configuration
- e. Electrical and Control Systems
- f. SCADA
- g. Odor Control
- h. Safety Features
 - a. Security fence
 - b. Hatches
 - c. Gate/access
 - d. Electrical equipment protection
- i. Bypass pumping provisions
- j. Standby power requirements
- k. Telemetry standards.

Task 3.2 – Design Criteria Workshop

- a. Conduct a workshop with City staff to summarize findings, technical gaps, and confirm City preferences prior to developing the initial draft of the Lift Station Design Guidelines.

Kimley-Horn to provide design guidelines to conform to applicable regulations and standards including TCEQ, EPA, OSHA, and City of Laredo Specifications.

This effort includes a total of fifty (50) hours of effort any additional effort will be billed on an hourly basis per the attached rate schedule under Task 6.

Task 4. Preparation of Lift Station Design Manual (\$27,300)

Once data has been reviewed and collected by Kimley-Horn and City's input has been acquired. Kimley-Horn shall develop a Lift Station Design Manual incorporating the established design criteria. Include narrative design criteria, standard details, and recommended guidelines for planning, design, and operation of the City's lift station.

- a. Organize the manual into sections addressing design philosophy, technical requirements, and operational considerations.

- b. Provide all documents in editable formats (Word, PDF, AutoCAD) as directed by the City.
- c. Submit draft and final versions for City review and incorporate all feedback.

Task 4.1 – Preparation of Lift Station Design Manual

Once design criteria is developed, Kimley-Horn shall provide a Lift Station Design Manual. The following shall provided a baseline template for the City of Laredo Design Manual.

- 1. General
 - a. Submittal Requirements
- 2. Site Requirements
 - a. Ownership
 - b. General Site Layout
 - c. Fencing
 - d. Grading and Drainage
 - e. Subsurface Exploration and Geotechnical Study
 - f. On-site Manhole
 - g. Water Service
- 3. Wet Well Design
 - a. Location
 - b. Design
 - c. Wet well slopes
 - d. Venting
 - e. Dry Well/ Valve Vault Clearances
 - f. Structural considerations
- 4. Valves and Piping
 - a. Resilient Seat Gate Valves
 - b. Air and Vacuum Release Valves
 - c. Lever and Weight Check Valves
 - d. Eccentric Plug Valves
 - e. Isolation Valves
 - f. Force Mains
- 5. Pumps and Motors
 - a. Lift Station Pumps and Motors
 - b. Pump Operation
 - c. Pump Installation
- 6. Corrosion Protection and Odor Control
- 7. Electrical Requirements
 - a. Electric power requirements
 - b. Backup Power requirements
 - c. Electrical Controls
 - d. Motor Protection Devices
 - e. Surge Protection Devices
 - f. Phase Monitoring Relay
 - g. Level Controls
 - h. Operation
 - i. Alarm Signals
 - j. Enclosures
 - k. Control Panel Enclosures
- 8. Testing Requirements
- 9. Drawing and Operation and Maintenance Document Requirements

Task 4.2 – Standard Drawing/Details

Kimley-Horn to develop standard drawings/details as applicable that will accompany the lift station criteria manual as requested by the City. The minimum list of details shall be provided per the list below. Any additional requested details will be coordinated with the City and effort will be billed on an hourly rate per the attached rate schedule as required under Task 6.

1. Air Release Valve Detail
2. Plug Valve with Vault Detail
3. Force Main Discharge Point Detail
4. Site Layout
5. Wet Well Details

Task 4.3 – Addressing City of Laredo Comments

Kimley-Horn will address one (1) round of comments from the City of Laredo in finalizing the lift station design guidelines. Any additional round of comments will be billed per the attached rate schedule under Task 6.0.

Deliverable

1. Draft Lift Station Design Guidelines (PDF and Word Format)
2. Finalized Design Guidelines incorporating City's comments.
3. Standard Details listed in Task 4.2 (DWG and PDF)

Task 5. Summary Presentation for internal training and implementation (\$5,600)

Kimley-Horn to develop summary presentation for the City of Laredo lift station personnel. This task may include a training presentation for the City of Laredo staff and one meeting to discuss the lift station design guidelines and details.

Task 6. Contingency

Any additional services not mentioned above or effort above what's described in the base scope above will be billed hourly as requested by the City of Laredo.

Information to be Provided by City of Laredo

1. Lift Station Design Drawings.
2. Lift Station operation and historical data required for the development of lift station design guidelines.
3. Access to lift station for site visit.
4. Input from City of Laredo key personnel.

Schedule

We will initiate work immediately upon Notice to Proceed. A design schedule will be prepared. Scope and effort described above is anticipated to be of 3-months duration inclusive of City reviews.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-5 for the labor types and amounts shown below. Task 6 includes contingency services and will solely be used with written authorization by the City of Laredo.

Basic Services

Task 1 – Project Management	\$4,600.00	Lump Sum
Task 2 – Project Initiation – Assessment of Ex. Infrastructure	\$9,700.00	Lump Sum
Task 3 – Development of Design Criteria	\$12,300.00	Lump Sum
Task 4 – Preparation of Lift Station Design Manual and Details	\$27,300.00	Lump Sum
Task 5 – Summary Presentation for Internal Training and Implementation	\$5,600.00	Lump Sum
Task 6 – Contingency	\$20,000.00	Lump Sum

Tasks 1- 5 Basic Services Total	\$59,500.00	Lump Sum
Task 6 – Contingency	\$20,000.00	Lump Sum
Total	\$79,500.00	Lump Sum

Closure

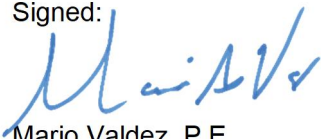
In addition to the matters set forth herein, our Agreement shall include and be subject only to, and only to, the attached standard provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn, Inc., and "Client" shall refer to the City of Laredo.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a copy of this Agreement in the space provided below and return a digital copy to us. Fees stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 210-321-3407 or mario.valdez@kimley-horn.com.

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Mario Valdez, P.E.
Senior Project Manager

Signed:



Nathan Cobler, P.E.
Associate

City of Laredo

By: _____

Title: _____

Date: _____



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

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 may 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 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, 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.