AGENDA ITEM
A11

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 6-9-26

Meeting Date: 6-22-26

Submitted By: Colt Friedrich

Department: Engineering

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

6.22.2026

Description:

Consider and approve Proposal from Halff Associates, Inc. to perform culvert analysis for culvert crossing on Wood Dale Drive for Precinct 3. Analysis to be paid for by Precinct 3. With authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Colt Friedrich

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 1 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) Precinct 3 Commissioner

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

March 30, 2026

Mr. Colt M. Friedrich, PE
County Engineer - Johnson County
2 N Mill St., Ste 316
Cleburne, TX 76033

Re: Wood Dale Drive Culvert Analysis

Dear Mr. Friedrich:

We are pleased to present this proposal to provide professional services for the Wood Dale Culvert Analysis in Johnson County, Texas.

We propose to provide engineering services as described in Attachment “A” in accordance with the fee in Attachment “B”. The proposed fees identified shall be considered lump sum for the project and will not be exceeded without your prior approval. Additional work requested by the client will require scope and fee revisions. Our services will be invoiced monthly, based on the percentage of work completed. We estimate 6 weeks to complete the study, with an additional 2 weeks of County review time.

If this proposal is acceptable, please provide written authorization to proceed. The receipt of the signed Agreement for Professional Services by both parties will serve as notification to proceed.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. Please contact me if you have any questions or comments concerning this proposal.

Sincerely,

HALFF ASSOCIATES, INC.
Firm No. 0312

Scott Rushing, PE, CFM
Vice President
Director, Water Resources

halff

ATTACHMENT A – SCOPE OF SERVICES

Wood Dale Drive Culvert Analysis

I. Data Collection

1. Obtain best available LIDAR data for the project site and offsite areas.
2. Obtain survey data for the existing road crossing.
    a. Halff will perform field survey to collect horizontal and vertical elevation data needed for the hydraulic model. Information gathered during the survey shall include edge of Wood Dale Drive pavement location and centerline elevations at the culvert crossing and culvert size and invert data.

II. Existing Conditions Hydrologic Analysis

1. Halff will prepare an existing conditions hydrologic model based on the NRCS Unit Hydrograph methodology for the culvert crossing using the latest version of the U.S. Army Corps of Engineers HEC-HMS software.
    a. Best available LIDAR topographic data to delineate the contributing sub-basin will be used.
    b. Time of concentration, soil data, land use, and curve number will be calculated using the most current land use, zoning, and aerial imagery available.
    c. Existing conditions peak discharges for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events using NOAA Atlas 14 rainfall data will be computed.

III. Existing Conditions Hydraulic Analysis

1. Halff will develop a detailed 1D, steady-state hydraulic model using the latest U.S. Army Corps of Engineers HEC-RAS software to determine water surface elevations along the unnamed tributary and to evaluate the existing culvert crossing's level of service for the specified frequency events. The hydraulic study limits are defined below.
    a. Study Limits: Approximately 2,000 feet of stream will be modelled, from about 1,000 feet upstream to about 1,000 feet downstream of the culvert crossing at Wood Dale Drive.

IV. Alternatives Analysis

1. Halff will evaluate up to four (4) culvert design alternatives to achieve proposed levels of service corresponding to frequency storm events greater than or equal to the existing level of service. A downstream assessment is not included in this scope of services.

V. Project Management

1. The consultant will conduct a virtual pre-development conference with the County and will prepare a meeting agenda and meeting minutes for post-meeting distribution.
2. Attend up to two (2) half-hour virtual meetings with the County to review and resolve items of concern.

VI. Memo

1. Halff will develop an existing conditions and alternatives analysis memo documenting methodology and results of the existing condition and alternatives study including supporting tables and figures. Submit to the County for one (1) review and revise based on County comments.

VII. Deliverables

1. HEC-HMS model for hydrologic definition
2. HEC-RAS model for existing and alternative conditions
3. Existing and alternatives drainage report for the unnamed tributary

ATTACHMENT B – FEE SUMMARY

Wood Dale Drive Culvert Analysis

	PROJECT TASKS	FEE
I.	Data Collection	$ 3,000
II.	Existing Conditions Hydrologic Analysis	$ 3,200
III.	Existing Conditions Hydraulic Analysis	$ 6,000
IV.	Alternatives Analysis	$ 2,700
V.	Project Management	$ 700
VI.	Memo	$ 3,100
	TOTAL ESTIMATED FEE	$18,700

The estimated fees established above shall be considered lump sum fees. Costs incurred will be carefully monitored during the progress of this project and will not be exceeded without prior approval from Client. Our services will be invoiced monthly, based on the percentage of work completed. Direct costs, including printing and reproduction, postage, messenger service, and travel will be considered reimbursable. They will be billed at 1.1 times the direct cost incurred.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

ATTACHMENT C – EXCLUSIONS

Wood Dale Drive Culvert Analysis

The following items are not included in this proposal but can be provided by Halff Associates if needed:

1. Cost estimates for culvert design alternatives
2. Downstream assessment evaluating potential adverse impacts from conceptual alternatives
3. Coordination with entities other than Client
4. Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) preparation and submittal
5. Scour analysis or design of scour counter measures
6. Geotechnical consulting services
7. Grading plans, site plans, driveway plans, or construction plans
8. Utility coordination
9. Property Research
10. Survey or resetting of survey monuments disturbed or destroyed by others
11. Tree survey
12. Urban forestry plan
13. Traffic/Transportation design, studies, or impact analysis
14. Water and Wastewater studies or demand/capacity analysis
15. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure
16. Design, plan, or specifications preparation
17. Landscape architecture and irrigation services
18. Design of off-site facilities
19. Plat or Easement preparation
20. Grading permits or driveway permits
21. Storm water pollution prevention plan (SWPPP) to be prepared by contractor
22. Detention pond design
23. Section 404 Jurisdictional Assessments or Section 404 permitting
24. Environmental impact statements and assessments
25. Mitigation for impacts to Waters of the United States
26. Certification that the work is built in accordance with the plans and specifications
27. Attendance or preparation for meetings and public hearings except as noted herein
28. Fire protection, gas, telephone, cable and/or electric design
29. Pre- and Post-construction Improvement Survey
30. Construction staking
31. Construction administration, except as specifically identified in this proposal (Construction Related Services)
32. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure
33. Additional meetings or presentations not specified herein
34. Retaining wall design
35. Filing fees, permit fees or submittal fees other than those indicated
36. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans
37. 3rd party inspection services of public and/or private improvements

38. Subsurface Utility Engineering (Potholing/Test Holes)
39. The Design Professionals shall not be required to execute any documents after the signing of this Agreement that in any way might in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by **Johnson County** a **Political subdivision** of the State of **Texas** ("Client"), duly authorized to act by the **Commissioners Court** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. HALFF'S SERVICES. Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Attachment A**" (the "Scope of Services").

a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.

b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.

d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.

e. **Construction Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

f. **Construction Observation**. Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

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g. **Additional Services and Change Orders**. Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

III. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms**. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.

b. **Suspension of Services due to Nonpayment**. It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

c. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.

e. **Taxes**. The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third-party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

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V. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").

c. **Indemnification for Reuse of Deliverables.** To the fullest extent permitted by applicable law, Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Halff:
Halff Associates, Inc.
Attn: Legal Department
2380 Performance Drive, Bldg. C, Suite 150
Richardson, TX 75082-4333
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
Johnson County
Attn: Colt Friedrich, P.E.
2 N Mill St., Ste 316
Cleburne, Texas 76033
Tele: (817) 202-2990
Email: cfriedrich@johnsoncountytx.org

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VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

f. Halff shall name Client, its elected officials, directors, officers and employees as additional insureds for policies VIII.a. and VIII.b. To the extent allowed by each policy, Halff shall also provide a waiver of subrogation in favor of Client.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

b. **Negotiation**. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation**. Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

e. **Governing Law and Jurisdiction**. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its

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validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Cleburne, Texas.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

a. **No Individual Liability**. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

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c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 30 day of March, 2026.

Halff Associates, Inc.

Scott A. Rushing

Print Name: Scott Rushing, PE, CFM

Title: Vice President

Date Signed: 3/30/2026

Client: Johnson County a **Political subdivision** of the State of **Texas**

Print Name: Christopher Boedeker

Title: County Judge

Date Signed: 6-22-26

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