

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND BGE, INC. FOR ENGINEERING SERVICES

This agreement (“**Agreement**”) is entered into on the date of the last signature affixed hereto (“**Effective Date**”) by and between Waller County, Texas (“**County**”), a political subdivision of the State of Texas, and BGE, Inc. (“**Contractor**”), a Texas corporation, with its principal place of business at 10777 Westheimer Rd., Suite 400, Houston, Texas 77042 (each referred to individually as “**Party**” and collectively as “**Parties**”).

WHEREAS, Texas Government Chapter 2254, Subchapter A, the Professional Services Procurement Act (the “**Act**”) provides for the procurement by counties of Professional Services as defined by the Act, including engineering services;

WHEREAS, the County intends to perform a feasibility study for Highway 36A (the “**Project**”);

WHEREAS, the County issued RFQ 26-008, and Contractor submitted a Proposal to the County, and represented that Contractor is qualified and prepared to perform all of the services described in the Scope of Work, attached hereto as Exhibit A;

WHEREAS, the County is satisfied that the Contractor is capable of performing the necessary services required for the Project, and desires to contract with the Contractor to perform the services described in the Scope of Work in accordance with the Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Services to be Performed**: All services performed by Contractor under this Agreement shall be in accordance with the Contract Documents.
- 1.2 **Contract Documents**: The following documents constitute the “Contract Documents”:
 - a. this Agreement;
 - b. the Scope of Work (“**SOW**”), attached hereto as Exhibit A;
 - c. the Fee Schedule, attached hereto as Exhibit B;
 - d. the Project Schedule, attached hereto as Exhibit C, and
 - e. the Proposal, attached hereto as Exhibit D.

All of the Documents referred to in this Section 1.4 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the SOW, 3) the Fee Schedule, 4) the Project Schedule, and 5) the Proposal.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 **County's Designated Representatives:** The County designates the Waller County Engineer as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 **Contractor's Designated Representatives:** Contractor designates Matthew Brannen as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 **Changes to Designated Representatives:** Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 **Engineering Services in General:** In performing professional engineering services under this Agreement, the Contractor shall function solely and exclusively for the benefit of the County and not for the benefit of Contractor, other contractors on the Project, or any other party. All services rendered by the Contractor under this Agreement shall be performed under the supervision of Waller County. The Contractor shall render engineering services in accordance with generally accepted professional standards, and use the degree of care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.
- 3.2 **Quality and Accuracy of Work:** The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverable documents and services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise all errors and deficiencies in its documents.
- 3.3 **Engineer's Seal:** The responsible engineer shall sign, seal, and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.
- 3.4 **Project Database:** At the County's request, the Contractor will collaborate with County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Contractor will use the system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- 3.5 **Time Provision of Project Files:** Project files shall be provided to the County by the Contractor on a timely basis. The Contractor shall provide files at: 1) all critical milestones, 2) established periodic intervals, and 3) following completion of the work as a final Project record, including applicable record drawings.
- 3.6 **Project Schedule:** All work must be completed in accordance with the Project Schedule, except to the extent that an alteration to the Project Schedule is authorized in writing by the County. All deliverables shall be provided to the County no later than the Finish Date

identified in the Project Schedule, unless otherwise authorized by the County in writing. The Contractor shall promptly notify the County of any event which will affect timely completion of a task identified on the Project Schedule, although such notification shall not relieve the Contractor from costs or liabilities resulting from delays in completion of a task.

- 3.7 Time for Performance: It is understood and agreed that the time for performance of the Contractor's services under this Agreement shall begin with receipt of the Notice to Proceed, and shall be completed by June 25, 2027 in accordance with the Project Schedule, except to the extent continued performance after that date is authorized in writing by the County. The Contractor shall notify the County no later than thirty (30) days prior to the end of the Agreement.
- 3.8 Contractor's Personnel: The Contractor represents that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement. The Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of the County, to perform the services when and as required, and without delays. It is understood that the County will approve assignment and release of all key engineering personnel, and that the Contractor shall submit to County a notification of all key engineering personnel changes monthly for the County's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 3.9 Personnel Qualifications: All employees of the Contractor or its subcontractors (if subcontractors are allowed) shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Contractor or its subcontractors who, in the opinion of the County, is incompetent or by his or her conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 3.10 Equipment and Material: Except as otherwise provided herein, the Contractor shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- 3.11 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.12 Compliance with Laws: The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and to the extent that the Contractor has actual knowledge, the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, it is understood that the Contractor shall be responsible for complying with Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Contractor shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its subcontractors fully comply with Section 2251.023 Texas Government Code.

- 3.13 **Errors and Omissions:** Contractor shall be responsible for the accuracy of its engineering services, and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, without compensation from the County for such work. Contractor's responsibilities for all questions arising from design errors and/or omissions shall be determined, in good faith, by the County. Contractor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities.
- 3.14 **Document Ownership:** All documents, including but not limited to drawings, specifications and data or programs stored electronically (the "Engineering Work Products") prepared by Contractor and its subcontractors or subconsultants are related exclusive to the services described in this Agreement, and are intended to be used with respect to the Project. However, it is expressly understood and agreed by and between the parties hereto that all of Contractor's designs under this Agreement, (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of the County to be thereafter used in any lawful manner the County elects. Any such subsequent use made of document by the County, without written verification or adaptation by Contractor for the specific purpose intended, shall be at the County's sole risk and without liability to Contractor.
- 3.15 **Copyrights and License:** Contractor shall grant to the County a royalty-free nonexclusive and irrevocable right to reproduce, public, or otherwise use, and to authorize others to use, any reports developed by Contractor for governmental purposes.
- 3.16 **Additional Engineering Services:** If Contractor forms a reasonable opinion that any work it has been directed to perform is beyond the overall scope of this Agreement, as set forth in Exhibit A, it will promptly notify the County in writing. In the event the County finds that such work does constitute Additional Engineering Services, County shall so advise Contractor, and such work may only be completed through a written amendment to this Agreement. Any increase in compensation to be provided to Contractor due to Additional Engineering Services must be set forth in the written amendment. Contractor shall not perform the Additional Engineering Services or incur any related additional costs prior to execution of the contract amendment by both parties. The County shall not be responsible for actions by Contractor nor for any costs incurred by Contractor relating to Additional Engineering Services that are incurred prior to the execution of a contract amendment.

SECTION 4. CONTRACT PRICE

- 4.1 **Compensation:** In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor an amount not to exceed three hundred and seventy-two one hundred and ninety-eight dollars (\$372,198.00). The fee, as determined in the Fee Schedule, includes out-of-pocket costs of Contractor for delivery services, parking, mileage at IRS rate, all other travel expenses, and document printing. No additional expenses will be paid without prior written amendment to this Agreement.
- 4.2 **Invoices:** Contractor shall submit invoices to the County on a monthly basis showing the

amounts due for services performed during the previous month, identifying work completed in accordance with the Project Schedule.

- 4.3 **Payment:** The County shall review such invoices, and pay them in accordance with this Agreement and Texas Government Code Chapter 2251, provided that the County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.
- 4.4 **Funding Limitations:** It is expressly understood and agreed that the County has available the total maximum sum of \$372,198.00 available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those appropriated to fund this Agreement. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Contractor be required to perform further services hereunder.
- 4.5 **Appropriation of Funds:** Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated order or other obligations that may arise beyond the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue this Agreement, it shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses incurred after the date of termination.
- 4.6 **Right to Withhold Payment:** The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:
- a. defective work is not remedied as required by the County and in the time frame required by the County;
 - b. there is reasonable evidence that work cannot be completed for the unpaid balance of the Compensation amount;
 - c. Contractor causes damage to the County;
 - d. there is reasonable evidence that the work will not be completed as provided in the Project Schedule;
 - e. Contractor neglects to perform, or unsatisfactorily performs the work;
 - f. a claim exists or will exist against Contractor or the County arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Agreement; or
 - g. Contractor fails to comply with any provision of the Contract Documents.
- 4.7 **Right to Setoff:** Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 5. TERM AND TERMINATION

- 5.1 Agreement Term: The Term of this Agreement shall begin on the Effective Date, and shall continue until complete performance of the services described herein, unless terminated earlier in accordance with the Agreement. All work to be performed shall be completed by July 31, 2027.
- 5.2 Termination by County: The County has the right to terminate this Agreement at its sole option at any time, without or without cause, by providing thirty (30) days written notice of such intention to terminate in accordance with Section 15.17. Upon receipt of the written notice, the Contractor shall immediately stop work on the Project, and shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities, materials, or any other commodity in connection with this Agreement. Upon such termination, the County shall compensate the Contractor in Section 4, for those services that were provided under this Agreement prior to its termination, and that have not been previously invoiced to the County.
- 5.3 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 5.4 Opportunity to Cure: A Contractor receiving notice of termination for failure to perform in accordance with the terms of this Agreement may, in the sole discretion of the County, have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for the remainder of the notice period. The cure, if made, shall be to the County's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 5.5 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.
- 5.6 Survival: Termination of this Agreement shall not act to release the Contractor from liability for any previous default either under this Agreement, or under any standard of conduct set by law. Sections 3.2, 3.13 3.14, 3.15, 7, 12.1, and 15.6 shall survive termination of this Agreement.
- 5.7 Delivery of Documents: Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Contractor's receipt of termination payment when and if this Agreement is terminated.

SECTION 6. NO EXCLUSION

- 6.1 No Exclusion: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall

maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

- 8.1 **Interpretation:** This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

SECTION 9. SITE INSPECTION AND COORDINATION

- 9.1 **Site Inspection and Coordination:** Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 10.1 **Permits; Compliance with Laws and Regulations:** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 11. INDEPENDENT CONTRACTOR.

- 11.1 **Independent Contractor:** In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 12. INDEMNITY.

- 12.1 **INDEMNITY: CONTRACTOR, ON BEHALF OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY THE CONTRACTOR'S NEGLIGENT ACTS, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, OR FAILURE TO PAY A**

SUBCONTRACTOR OR SUPPLIER IN CONNECTION WITH CONTRACTOR'S PROVISION OF SERVICES UNDER THIS AGREEMENT. CONTRACTOR, ON ITS OWN BEHALF, HEREBY RELEASES THE COUNTY FROM LIABILITY FOR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION OF CONTRACTOR. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, CLAIMS BASED UPON VIOLATIONS OF IMMIGRATION AND ANTI-DISCRIMINATION LAWS BY THE CONTRACTOR, AS WELL AS CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS.

CONTRACTOR SHALL REIMBURSE THE COUNTY FOR DEFENSE COSTS AND EXPENSES TO THE SAME PROPORTIONATE EXTENT AS THE LIABILITY ALLOCATED TO CONTRACTOR.

CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. INSURANCE REQUIREMENTS

13.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of BGE, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- c. Commercial general liability insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
- d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- e. Professional Liability Insurance for standard comprehensive liability coverage in an amount of at least \$1,000,000 aggregate per year, covering the services provided under this Agreement including contractual liability.

13.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

- 13.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 13.4 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 13.5 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 13.6 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 14. TEXAS REQUIRED ASSURANCES

- 14.1 No Excluded Nation or Foreign Terrorist Organization: Pursuant to Texas Government Code 2252.152, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 806.051, 807.051, or 2252.153.
- 14.2 No Israel Boycott: Pursuant to Texas Government Code 2271.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Texas Government Code Section 808.001.
- 14.3 No Discrimination Against Firearm and Ammunition Industries: Pursuant to Texas Government Code 2274.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contract not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Texas Government Code Section 2274.001(3). "Firearm entity" and "firearm trade association" have the meanings provided in Texas Government Code Sections 2274.001(6) and (7).
- 14.4 No Energy Company Boycott: Pursuant to Texas Government Code 2276.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Agreement has

a value of \$100,000 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Texas Government Code Section 809.001.

SECTION 15. MISCELLANEOUS PROVISIONS

- 15.1 **Recitals:** The Recitals are incorporated into this Agreement.
- 15.2 **Jurisdiction and Venue:** This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 15.3 **Right of Review:** The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this Section.
- 15.4 **No Subcontractors:** Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the Contractor retains responsibility for the work completed pursuant to this Agreement, and the subcontractor must agree to be bound by the terms of this Agreement.
- 15.5 **No Assignment:** Neither this Agreement, nor any part of the services to be performed under this Agreement may be assigned, sublet, or transferred to another party without the prior written approval of the County. If the County approves a sublet, assignment, or transfer, the Contractor shall remain responsible for the work performed pursuant to this Agreement.
- 15.6 **Delays and Damages:** Except as otherwise provided herein, the Contractor agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Contractor in providing to the County the services specified in this Agreement.
- 15.7 **No Waiver:** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Either Party's failure to require strict performance of any provision of this Agreement does not waive or diminish the that Party's right thereafter to demand strict compliance with that or any other provision. Neither Party's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. Neither Party, nor its employees, officers, and officials waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 15.8 **Force Majeure:** Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services

resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

- 15.9 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 15.10 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 15.11 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 15.12 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 15.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 15.14 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 15.15 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 15.16 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this

Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

- 15.17 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn: Matthew Brannen
10777 Westheimer Rd., Suite 400
Houston, Texas 77042

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY

CONTRACTOR

WALLER COUNTY, TEXAS
a political subdivision of the State of
Texas

BGE, INC
a Texas corporation

Carbett "Trey" Duhon, III
County Judge



Matthew Brannen
Vice President

Date

July 30, 2026

Date

ATTEST

ATTEST

Debbie Hollan
County Clerk



Chad Criswell
Principal

EXHIBIT A

Scope of Work

SH 36A Route and Feasibility Study
Waller County

SERVICES TO BE PROVIDED BY THE ENGINEER

1. ROUTE AND DESIGN STUDIES

1.1. General Route and Design Studies Tasks

A. Design Criteria.

The Engineer shall develop the roadway design criteria based on the controlling factors specified by Waller County and the Texas Department of Transportation (TxDOT).

B. Kick-off Meeting.

The Engineer shall attend an initial kick-off meeting to establish and agree on fundamental aspects, basic features, concepts, and design criteria.

C. Data Collection and Field Reconnaissance

The Engineer shall collect, review, and evaluate data described below. Data shall be obtained from Waller County, TxDOT and other agencies, if available:

1. Right of way and easement maps, utility engineering investigation mapping, existing aerial photogrammetry and planimetric mapping, digital terrain models (DTM), environmental documents, GIS data and maps, soil survey data, existing drainage data and studies, identified environmental constraints and data, and current unit bid price information.
2. Research from local municipalities for documents and plats related to existing and proposed development along the proposed route, and local ordinances related to development of the project Public and private utility plans and documents from appropriate municipalities and agencies.
3. Public and private utility plans and documents from appropriate municipalities and agencies, including TxDOT Right of Way Utility and Leasing Information System (RULIS) permits
4. Pond, reservoir, and flood plain information including studies, maps, and models from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), Natural Resource Conservation Service (NRCS), local municipalities, and other governmental agencies.
5. Readily available rainfall history, stream gauge data, historical flood records, frequency of road closures, and any additional high-water information.
6. Available corridor studies and local major thoroughfare plans.
7. Adopted land use maps and plans (if available).
8. Conduct field reconnaissance, as necessary, and collect data including a photographic record of notable existing features.
9. Available traffic data including roadway volumes, turning movement counts, truck percentages, and crash data from TxDOT, H-GAC, Waller

County, and other sources with additional field data collection performed as needed.

10. Verification of Waller County community development patterns and key destinations, including coordination with local municipalities and review of planned developments to confirm major trip generators, access points, and connectivity needs along the proposed corridor.

D. Develop Base Files

The Engineer shall develop base files to be used for conditions analysis, alternatives analysis, and proposed schematic design from all data collection and field reconnaissance. The Engineer shall re-establish the existing centerline horizontal alignments for all roadways, identify existing ROW and easements, property owners, and the approximate location of major utilities based on a utility engineering investigation in the preparation of base files. The Engineer shall merge and verify that all files and data collected line up and match the appropriate survey grid or surface adjustment factors as directed by the State.

E. Environmental Constraints

The Engineer shall evaluate and document impacts to environmentally sensitive sites (as identified by the Engineer and verified by the State) during the schematic design process. Environmentally sensitive sites include natural, cultural, and the human environment. Examples are historic and archeological resources, cemeteries, neighborhood communities and residential areas, farmland, floodplains, wetlands, endangered species, critical habitat, wildlife corridors, wildlife crossings, parks and nature preserves, geologic features, undeveloped areas, and significant trees. Data to be collected using desktop and readily available online databases. Field studies are not anticipated.

F. Typical Sections

The Engineer shall develop proposed typical sections that depict the number and type of lanes, shoulders, median width, border width, clear zone widths, and ROW limits. This work shall be done in coordination with the TxDOT project team.

1.2. Route Study

A. Route Study

The Engineer shall conduct a route study to identify build option(s) for further detailed schematic design and/or environmental impact analysis. The route study will provide a more detailed look at roadway design, traffic conditions, and environmental features. Route options may include new alignment roadways or providing improvements along existing facilities to increase capacity, enhance mobility, and improve safety.

The Engineer shall identify and evaluate different geometric elements to determine the best option to satisfy the project's goals and objectives through an alternatives analysis. Geometric alignments, typical sections and intersection types are the major engineering variables to evaluate along with any needed ROW, utility and environmental impacts. The result of the alternatives analysis will be a preferred alternative and geometric layout.

1. Multiple Route Concepts

The Engineer will prepare a minimum of three (3) routes for evaluation and input. The routes should be defined enough to determine basic requirements such as initial locations of bridge structures, ROW, relocations, major utility conflicts, and connection to existing cross streets. Routes should be designed to fit environmental constraints. The Engineer shall develop horizontal alignments, conceptual typical sections, conceptual route layouts, and a preferred route selection.

2. Alternative Comparison

The Engineer shall prepare an Alternative Comparison Matrix using measures of effectiveness that are agreed to by Waller County. This matrix shall be used in determining the preferred alternative.

3. Digital Data

The Engineer shall provide KMZ or KML file of conceptual alternatives created from applicable DGN files for reviewing in Google Earth.

4. TxDOT/Stakeholder Coordination

The Engineer shall participate in meetings with TxDOT, stakeholders, or groups such as Highway 36A Coalition to communicate evaluation methods, results identified, and gather feedback as directed by Waller County.

5. Traffic Forecasting and Modeling

The Engineer shall assess and model under both a no-build scenario and identified build alternatives to evaluate traffic operations and network performance. The network performance will be assessed based on level of service, congestion reduction, and safety.

1.3. Preliminary Drainage Design and Documentation Requirements.

The Engineer shall perform a preliminary drainage analysis for the drainage design elements for the project. The Engineer shall use information collected via available public data sources to develop hydrologic and hydraulic modeling data for existing and proposed structures. The Engineer shall use software acceptable to Waller County.

A. Hydrologic Analysis Requirements.

The Engineer shall:

1. Obtain the drainage area boundaries and hydrologic parameters (e.g., impervious covered areas, overland flow paths and slopes) from appropriate sources including: topographic maps, GIS modeling, construction plans, and existing hydrologic studies.
2. Include the “design” frequency and the 1% annual exceedance probability (AEP) storm frequency.
3. Develop preliminary hydraulic designs that minimize the interference with the passage of traffic or cause damage to the highway and local property

in accordance with the TxDOT Hydraulic Design Manual, TxDOT Houston District criteria and any specific guidance provided by Waller County or other local regulatory agencies.

4. Develop preliminary locations, including bridge span lengths, for all cross drainage locations.
5. Determine adequacy of right-of-way footprint to accommodate parallel drainage flow volumes

B. Drainage Report Requirements.

The Engineer shall prepare a letter report with the requirements listed below.

1. Letter Report Requirements

- a. A letter report must include the preliminary findings. The report must also include conceptual and generic discussions of the alternatives considered, along with a comparative cost associated with each alternative and a recommended solution.
- b. Recommendations at this point must be generic and conceptual in nature, mainly for discussions with Waller County and the local government entities. The recommended solution must be analyzed in detail to reflect the mitigation requirements for the roadway development.
- c. Storm drainage discussion must include the preliminary sizing of the parallel drainage facilities, preliminary detention storage volumes (if required) based on hydrograph, and initial recommendations on mitigation of impacts on the receiving streams.
- d. The Letter must be signed and sealed by a Professional Engineer.

1.4. Geometric Layout

The Engineer shall prepare a preliminary geometric layout of the preferred alternative identified during the Route Study process. The geometric shall include, as appropriate:

- A. ROW and easement limits
- B. Control of access location
- C. Mainlanes
- D. System to System Interchanges
- E. System to Service Interchanges
- F. Frontage Roads
- G. Ramps
- H. Cross Streets
- I. Bridges
- J. Access to adjacent properties

1.5. Preliminary Cost Estimates

The Engineer shall prepare cost estimates for the project, including the costs of construction, required ROW and associated improvements, environmental compliance and mitigation, eligible utility adjustments, and any other items as determined by Waller County. Current TxDOT unit bid prices must be used in preparation of the estimate.

1.6. ROW Requirements

The Engineer shall determine and depict the approximate ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, and environmental constraints and mitigation requirements.

1.7. Project Implementation Plan

The Engineer shall develop an implementation plan for prioritizing improvements along the corridor and identify a sequence of improvements to manage future traffic operations and available funding. The implementation plan must consider traffic operation, the ultimate preferred alternative, and potential funding levels and sources to identify a timeline for short and mid-term improvements that accommodate corridor growth while minimizing future throwaway construction.

The Engineer shall explore opportunities with public agencies, utility providers, broadband operators, energy developers, and adjacent landowners that support multipurpose right-of-way opportunities along the corridor. This collaborative effort supports the development of joint use, cost-sharing, and ROW licensing agreements that leverage private sector investment alongside federal and state funding to deliver a financially sustainable and multifunctional transportation corridor.

The Engineer shall provide the recommendations for the implementation plan in the engineering summary report.

1.8. Engineering Summary Report

The Engineer shall prepare an engineering summary report to summarize the design criteria, evaluated alternatives, preliminary cost estimate and basis of estimate, project implementation, and utility conflict issues.

2. PROJECT MANAGEMENT AND ADMINISTRATION

2.1. Project Coordination

The Engineer shall:

- A. Coordinate, direct, and provide communication with Waller County for activities associated with the project.
- B. Develop and maintain, on a monthly basis, a detailed project schedule
- C. Meet on a scheduled basis with Waller County to review project progress and prepare meeting minutes for each meeting.

- D. Meet on a scheduled basis with TxDOT's project team to review project progress and perform interdisciplinary design coordination; and document each meeting.
- E. Prepare, distribute, and file both written and electronic correspondence, including phone calls.

2.2. Project Reporting and Invoicing

The Engineer shall:

- A. Prepare a monthly invoice according to the project task breakdown above
- B. Prepare monthly written progress reports, including:
 - 1. Activities performed during the invoice period
 - 2. Planned activities for the following period
 - 3. Problems encountered and actions taken to remedy them
 - 4. Meetings attended
 - 5. Overall project status

EXHIBIT B

SH 36A Route Feasibility Study

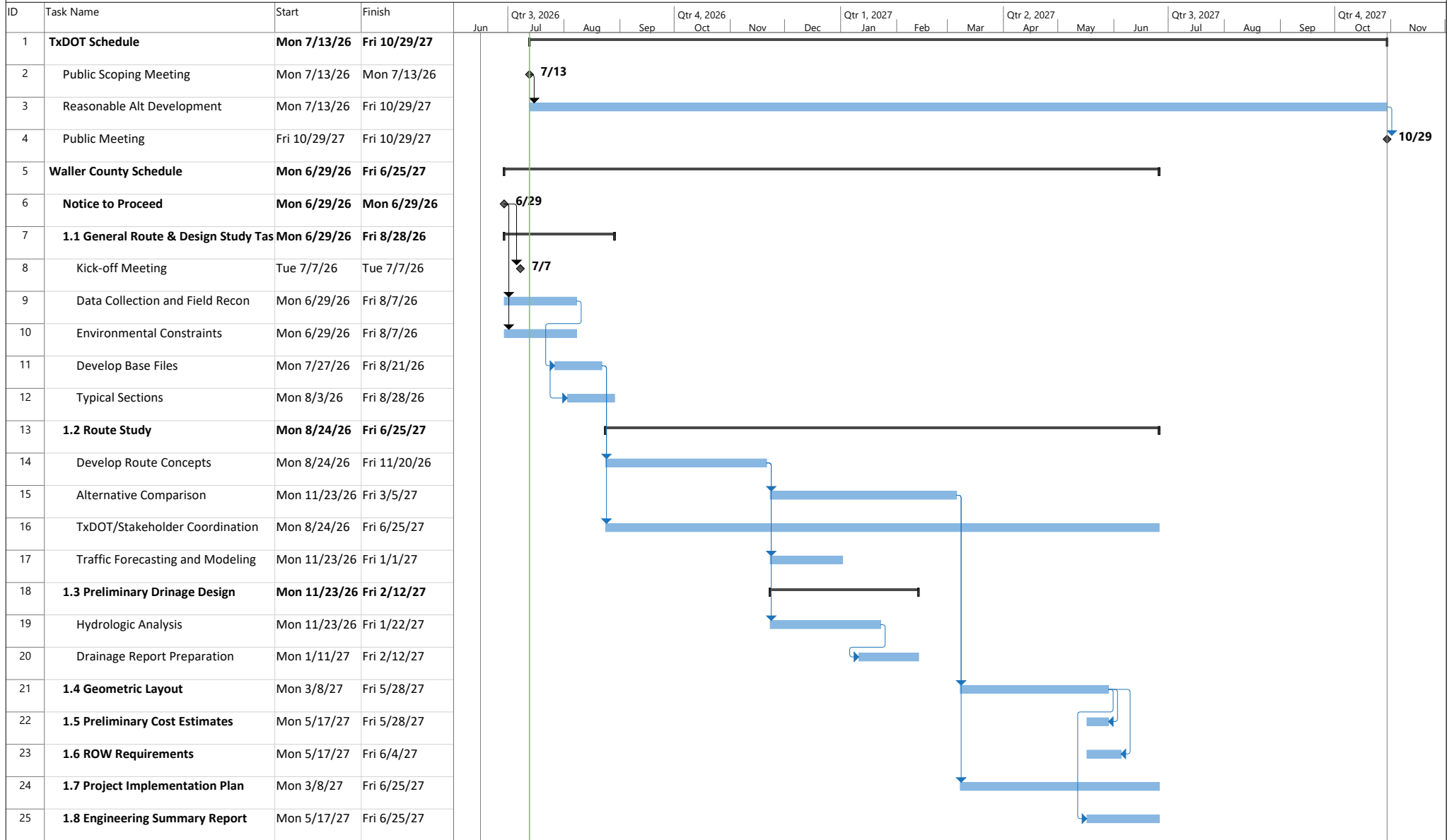
FEE SCHEDULE

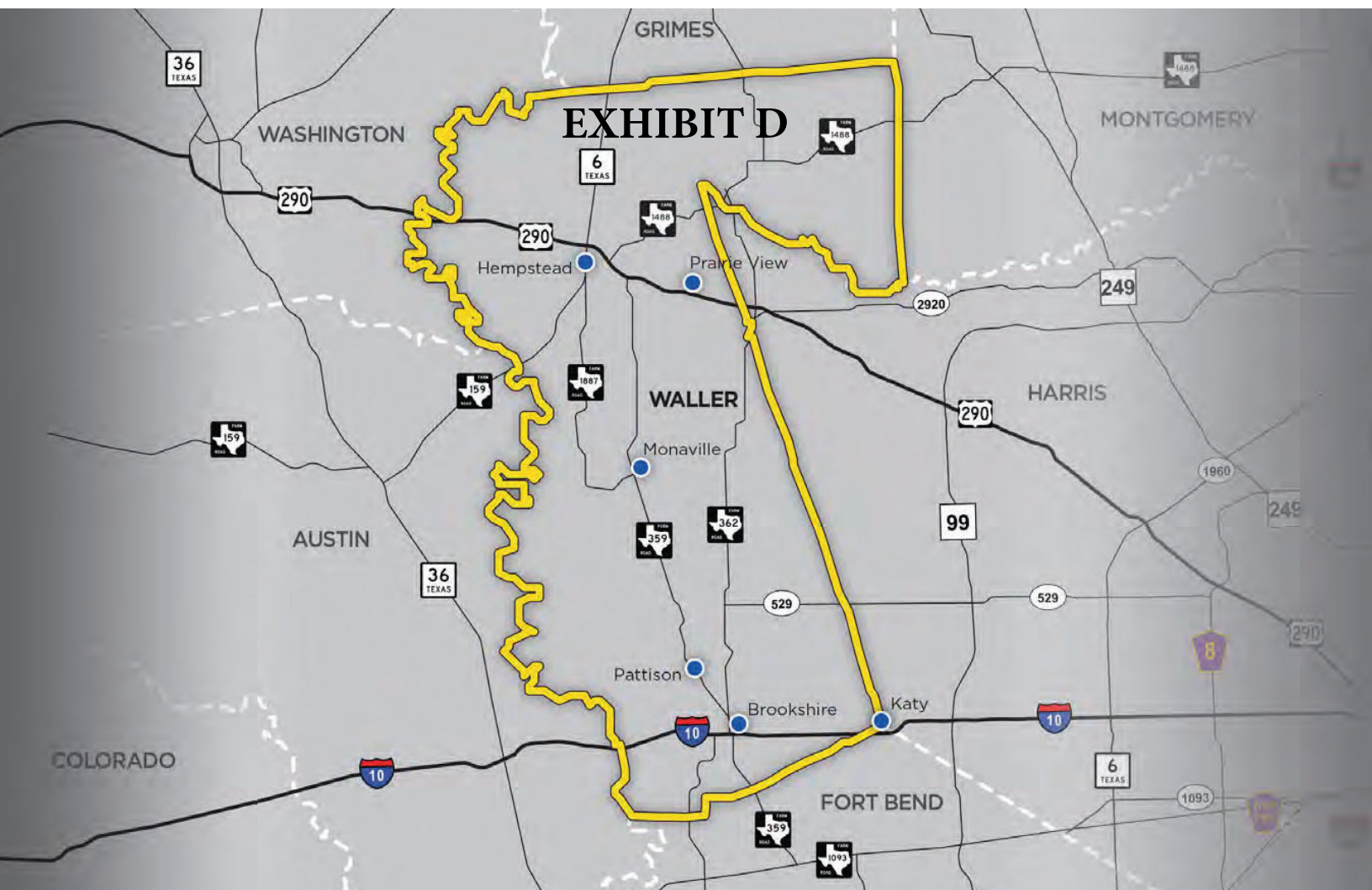
BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	ADMIN/ CLERICAL	ENV SCIENTIST III	ENV SCIENTIST I	TOTAL LABOR HRS.
General Route and Design Studies Tasks											
Design Criteria	1		4	4	8						17
Kick-off Meeting	4	4	4					2			14
Data Collection and Field Recon	2	8	8	16	16				16	16	82
Develop Base Files	2		4		8	16	24				54
Environmental Constraints	4								48	48	100
Typical Sections	2		4	12	20	8					46
Route Study											
Route Concepts	24	24	40	120	120	40	40		8	8	424
Alternative Comparison	24	40	40	80	80			2			266
Digital Data Preparation	2	2				4	4				12
TxDOT/Stakeholder Coordination	16	16	16	8	8			4	8		76
Traffic Forecasting and Modeling	4	16		40	40						100
Preliminary Drainage Design											
Hydrologic Analysis	8	40	40	16	40						144
Drainage Report	8	24	16	40	40						128
Geometric Layout	16	24	16	40	60	24	24		16	16	236
Preliminary Cost Estimates	4	16	16	8	16						60
ROW Requirement Determination	16	16	4		16						52
Project Implementation Plan	8	8	16	8	8						48
Engineering Summary Report	8	8	16	40	40			8			120
Project Coordination	40	16	40	16	16			8	4	4	144
Project Reporting and Invoicing	12		8	8				12			40
HOURS SUB-TOTALS	205	262	292	456	536	92	92	36	100	92	2,163
CONTRACT RATE PER HOUR	\$284.00	\$273.00	\$180.00	\$154.00	\$129.00	\$155.00	\$113.00	\$82.00	\$139.00	\$98.00	
TOTAL LABOR COSTS	\$58,220.00	\$71,526.00	\$52,560.00	\$70,224.00	\$69,144.00	\$14,260.00	\$10,396.00	\$2,952.00	\$13,900.00	\$9,016.00	\$372,198.00
LABOR TOTAL											\$372,198.00

EXHIBIT C
Project Schedule

SH 36A Route and Feasibility Study
Waller County





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Waller County

RFQ Number: 26-008
36A Route Feasibility Study

April 23, 2026



Project Manager Contact:

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Waller County

36A Route Feasibility Study

RFQ 26-008

Submittal Date: April 23, 2026

Submitted by
BGE, INC.
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Matthew Brannen, PE
Vice President

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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY



Waller County

36A Route Feasibility Study (RFQ 26-008)

BGE, Inc. (BGE) is a privately owned, full-service engineering consulting firm founded in 1975 and headquartered in Houston. We are pleased to submit our qualifications for the SH 36A Route Feasibility Study (RFQ 26-008) through Waller County. SH 36A has long been recognized at the regional and state levels as a strategic corridor intended to improve north-south mobility, enhance safety, strengthen connectivity between major transportation facilities, and support freight movement and emergency response needs. The purpose of this feasibility study is to focus on understanding how potential SH 36A North alignments would affect the Waller County community and to identify an implementable alignment that best supports the County's priorities and long-term transportation planning objectives.

BGE's approach is aligned with the scope of work described in this RFQ and is centered on developing and evaluating viable new-location corridor alternatives using clear, objective performance measures. We will compare alignments based on mobility and operations (travel time, travel speeds, and a target opening-year level of service), safety, ROW feasibility and cost (with emphasis on minimizing displacements and avoiding densely developed areas), and environmental and drainage constraints (including prairies, wetlands, floodplains, and major drainage features). This evaluation will provide Waller County with clear documentation to support ROW preservation and future implementation.

BGE is led by Project Manager Matt Brannen, PE, who will be responsible for overall project delivery, including scope, schedule, budget, coordination across technical leads, stakeholder communications, risk management, and on-time submittal of deliverables. Our team has delivered comparable corridor and feasibility assignments, including 85 miles of the Grand Parkway (Segments C, E, F1, F2, & G); the Fort Bend Parkway; the Kendall County Gateway (SH 46) Relief Route; the US 69 Jacksonville Relief Route; Texas Heritage Parkway and the I-10 Corridor Study for TxDOT Houston District. These projects demonstrate BGE's ability to deliver a feasibility study that identifies implementable alternatives and supports Waller County's long-term transportation goals.

1. Understanding Scope of Work

1. UNDERSTANDING SCOPE OF WORK

History of 36A and Desired Goals

State Highway 36A (SH 36A) is a proposed 41-mile, new-location roadway intended to create a north–south transportation corridor west of the Houston metropolitan area. The corridor emerged from regional and local planning efforts (outside of TxDOT’s formal planning programs) in response to rapid population growth in Fort Bend and Waller Counties, increasing freight traffic associated with Port Freeport, and the lack of a continuous high-capacity north–south facility between I-69 and US 290. The concept has been appearing on Waller County thoroughfare planning as early as 1985 (often referred to as the “Prairie Parkway”) and was later documented in the 2019 Waller County Major Thoroughfare Plan; TxDOT subsequently designated the corridor as SH 36A. Since 2017, TxDOT, working with local governments and regional planning agencies, has been advancing SH 36A through the NEPA process as an alternative to the existing SH 36 corridor. The proposed alignment begins near FM 1994 in Guy (south of Needville), connects to I-10 near Katy/Brookshire in Waller County, and continues north to US 290. The project has been incorporated into the Houston Galveston Area Council (H-GAC) regional transportation and goods movement plans as part of the broader Urban Core Relief Route strategy. SH 36A has been split into two projects, with North and South segments divided at I-10.

Waller County has long identified the need for an efficient north–south corridor between US 290 and I-10; today, most north–south travel relies on FM 359 and FM 362, two-lane facilities that are not designed for the anticipated growth in traffic volumes and are only designated for targeted upgrades for the near future. The goals of SH 36A North are to:

1. Improve regional north–south mobility and connectivity between major highways (I-10 and US 290/SH 6).
2. Relieve congestion by providing a high-capacity alternative to existing routes.
3. Support freight movement and regional goods movement (including connections to Port Freeport).
4. Strengthen emergency and hurricane evacuation capacity by adding corridor redundancy.
5. Improve safety through a facility with fewer conflict points.
6. Preserve ROW early to protect a viable corridor as development accelerates.

Currently, SH 36A North has no preferred alignment selected or construction funding in place. The corridor is approximately 28 miles long, with conceptual plans for a four-lane divided roadway, drainage infrastructure, and enough ROW to accommodate future frontage roads, shared use path and utilities corridor. Since SH 36A is still in the preliminary stages of development, this is a critical opportunity for Waller County to actively participate in the alignment development process and ensure the outcome serves the county’s best interests.

BGE is an active member of the Highway 36A Coalition and, through Board-level representation, participates in coalition meetings and briefings with TxDOT and regional partners to help advance SH 36A.

Waller County Growth Patterns and Coordination with Regional Agencies

Waller County’s growth follows a corridor-driven, outward expansion pattern, shaped largely by its proximity to Houston, ample available land, and continued housing and economic development activity. Most new development is concentrated along major east-west highways like US 290 and I-10, as well as

FM 529, where large land parcels are being utilized for industrial, logistics, and residential projects. Residential expansion is predominantly occurring in master-planned communities in the eastern and southeastern areas of the county, especially near Katy and Brookshire along I-10, as well as Waller and Prairie View along US 290. At the same time, industrial and employment hubs are forming near major freeway interchanges in Brookshire, Waller, and Hempstead, driven in part by highway corridor accessibility and Waller County's inclusion within Port Houston's Foreign-Trade Zones (FTZ) 84.

Over the past decade, Waller County has experienced steady population growth, which is projected to double within the next 5–10 years. Many new residents are settling in unincorporated areas, resulting in development patterns that often outpace municipal annexation and infrastructure expansion. This growth is further accelerated by large employers in manufacturing, energy, and logistics sectors choosing sites along the US 290 and I-10 corridors, which in turn prompts housing developments to extend west and north. As growth remains heavily oriented along east-west facilities, travel demand between these corridors increasingly relies on limited north-south routes. Together, these trends underscore the growing need for improved north-south connectivity, expanded arterial capacity, and proactive ROW preservation to support Waller County's long-term mobility and economic development.

Waller County has coordinated with TxDOT and regional planning agencies on SH 36A North through the H-GAC Regional Transportation Plan (RTP) process, including the project's inclusion in multiple RTP updates.

BGE's involvement in several land development projects across Waller County and more than ten years of participation in the Waller County Economic Development Partnership provide direct insight into local growth trends and their effects on roadway demand and infrastructure timing. This experience underscores the need to define an effective SH 36A North alignment and preserve a viable ROW corridor before development constrains options.

Environmental Constraints

The SH 36A North corridor in Waller County presents notable environmental challenges that will be addressed through the NEPA process. Key concerns include the presence of coastal prairie and Katy Prairie landscapes, which encompass remnant native prairie, agricultural lands, and ecologically sensitive open grasslands that support migratory birds and other wildlife. The corridor also contains numerous wetlands and floodplain features characteristic of the Gulf Coastal Plain. These resources trigger regulatory requirements under Section 404 of the Clean Water Act and require coordination with the U.S. Army Corps of Engineers, potentially influencing roadway alignment, bridge lengths, and stormwater management strategies. As a proposed new-location roadway anticipated to receive federal funding, the project must evaluate impacts to waters of the United States, floodplains, and associated hydrologic systems.

Additional constraints include agricultural land conversion, noise impacts associated with new roadway facilities, residential displacements, and local community impacts, as much of the corridor traverses active farmland and low-density rural development. Community and environmental justice considerations are particularly important where potential alignments may affect rural homesteads, unincorporated communities, or historically underserved populations. These factors underscore the importance of early alternatives screening, ROW preservation, and proactive public involvement. All identified constraints will be addressed through avoidance, minimization, and

mitigation strategies prior to selection of a preferred alternative.

BGE recognizes that advancement of major new location transportation corridors requires early and coordinated environmental review. Within the TxDOT Houston District, BGE has supported EIS efforts for large scale corridor projects such as SH 99 (Grand Parkway). On that program, BGE staff led feasibility analyses, supported alternatives development, coordinated closely with environmental teams to avoid and minimize impacts, provided engineering input, drafted portions of 5 EIS documents, and supported public involvement and agency coordination through issuance of Records of Decision for each of the 5 EISs. BGE has also provided schematic and environmental support for corridor level projects such as I-10 and the US 59 conversion to I 69 in Wharton County (approximately 56 miles). These efforts demonstrate BGE's depth of experience integrating environmental constraints, ROW considerations, and stakeholder input early in project development to support defensible decisions and timely environmental clearance.

Right-of-Way Constraints

Right-of-way need for SH 36A North is significantly constrained by a range of factors including prevailing land use patterns, the timing of development, environmental requirements, and ownership complexities typical of a rapidly urbanizing county. Much of the prospective corridor traverses large, privately owned agricultural parcels, which offer flexibility for alignment but require extensive coordination with stakeholders, landowners, and consideration of continuity. As residential, commercial, and industrial growth accelerates, especially near US 290, I-10, and FM 529 fragmented development corridor preservation by dividing future ROW into smaller lots. These

smaller lots increase acquisition costs, complicate and increase displacement, and reduces the ability to acquire continuous ROW efficiently. SH 36A North is planned to be built at a new location, which prevents the use of existing ROW and increases the importance of careful alignment during environmental review. The need to accommodate a limited-access facility further amplifies land needs, as wider ROW must be secured to support mainlanes, medians, drainage infrastructure, future frontage roads, utilities, and shared-use paths.

Environmental and hydrologic features including floodplains, wetlands, and prairie landscapes pose additional constraints that often require alignments to deviate from otherwise optimal routes. This project reflects Waller County's proactive strategy of prioritizing early corridor preservation, recognizing that development pressure is outpacing long range transportation investment. Timely identification and protection of a preferred alignment are essential to minimizing future ROW costs, maintaining design flexibility, and reducing community disruption as SH 36A North advances through the NEPA process. The primary technical challenge is not the availability of land, but the timing of development; if subdivision and development occur prior to alignment preservation, ROW acquisition becomes more costly, more disruptive, and less adaptable.

BGE understands that advancing new-location corridors requires early ROW definition integrated with environmental review and stakeholder coordination. For TxDOT's SH 99 (Grand Parkway) Segments E, F1, F2, and G, BGE supported schematic design and ROW mapping by coordinating with TxDOT, FHWA, counties, and environmental teams to define defensible ROW footprints while avoiding and minimizing impacts. This experience reinforces the value of proactive ROW planning and early alternatives screening to preserve viable corridors and reduce long-term risk.

Approach to Determine the Most Efficient Route

The efficiency of the SH 36A North corridor is evaluated through four primary criteria:

1. Designing the shortest route between I-10 and US 290/SH 6, that meets project goals, while maximizing mobility and facilitating freight movement.
2. Avoiding or minimizing crossings of sensitive prairies, wetlands, floodplains, and drainage features, thus reducing mitigation requirements and simplifying permitting.
3. Addressing ROW feasibility and cost by favoring alignments across larger, undeveloped parcels, thus minimizing displacement and streamlining acquisition processes, while steering clear of densely developed areas.
4. Prioritizing operational performance, with the goal of creating a limited-access facility that relieves congestion on overloaded corridors, enhancing regional mobility, and supporting Waller County's Major Thoroughfare Plan.

Applying these engineering criteria, conceptual planning consistently identifies several defining characteristics for the most efficient route in Waller County. The preferred alignment would be a new-location corridor positioned west of existing development to avoid rapidly growing areas, where increased subdivision density elevates ROW acquisition costs and community impacts. Modifying FM 362 or FM 359 would introduce access conflicts and increase disruption to existing developments.

The preferred route would follow a generally straight, north–south alignment between I-10 and US 290, minimizing curves and deviations to ensure consistent travel times and optimal freight efficiency. This configuration supports

the corridor's intended function and meets strategic priorities for regional mobility including first responders and hurricane evacuation.

Methodology for Traffic Counts, Data Collection, Modeling, and Forecasting

To evaluate the feasibility of SH 36A North, a comprehensive traffic analysis will be conducted that examines both existing and future conditions to assess the need for the facility, minimize impacts to the local community, and the performance of potential route alternatives.

Existing traffic conditions will be established through a review of available data from various sources, including TxDOT, H-GAC, and Waller County to establish a defensible baseline for identifying current deficiencies. Where data gaps exist, specific field data collection will be conducted including 13-hour turning movement traffic counts and 24-hour bidirectional volumes. In addition, transportation analytics platforms such as StreetLight can be used to supplement traditional data sources. StreetLight provides planning-level insights into vehicular and truck travel, including origin-destination patterns, travel routes, volumes, and time-of-day trends, with additional planning-level indicators for bicycle and pedestrian activity. BGE has experience using StreetLight data for various TxDOT projects as well as our current Origin/Destination study for Montgomery County. Crash information obtained from the TxDOT CRIS database, as well as any supplemental information from the Waller County Sheriff's Office, will be used to identify high-crash locations. BGE's GIS team will develop a crash analysis dashboard to efficiently identify crash hotspots, contributing factors, and severity to assess improvements needed to reduce or mitigate crashes.

Forecasting traffic will be developed based on regional growth projections, planned developments, and committed roadway improvements. **Waller County is the fastest-growing county in Texas**, with significant residential and industrial growth anticipated. Regional growth rate projections will be used as a baseline for

estimating increases in travel demand. In addition to the regional growth rate, coordination with Waller County and local municipalities will be conducted to obtain traffic projections for planned developments and to identify future access locations, supporting an assessment of anticipated ingress and egress movements within the County. BGE is familiar with the increase in residential and industrial development as we are currently involved in assessing transportation needs for master-planned communities near FM 2855 and for industrial developments along US 90.

Anticipated improvements and growth along corridors will be reviewed using the Waller County Major Thoroughfare Plan, Waller County Mobility Bond projects, TxDOT Project Tracker, and developer-driven roadway improvements.

Although the study focuses on the SH 36A North corridor within Waller County, traffic patterns extend beyond jurisdictional boundaries. Therefore, traffic demand will be evaluated from a regional perspective using modeling and forecasting to capture through travel and inter-county movements. Future traffic conditions will be assessed and modeled under both a no-build scenario and identified build alternatives to evaluate traffic operations and network performance.

BGE has extensive experience conducting traffic analyses ranging from regional corridor evaluations to intersection and driveway access studies for TxDOT, counties, cities, and private developers. In the TxDOT Houston District, BGE completed a corridor study along I-10 in Harris, Fort Bend, and Waller Counties that included traffic signal warrant analyses, intersection capacity analyses, segmental level of service, weaving analyses, intersection lane geometry evaluations, and left and right turn lane evaluations for Years 2040 and 2045. In the TxDOT Yoakum District, BGE completed an I-10

corridor study that included traffic forecasting, traffic redistribution, and intersection and corridor capacity analyses for existing, opening year, and design year conditions. Matt Brannen served as a Project Manager and Hidi led the traffic study analysis.

Route Alternative Analysis

BGE initiates the route alternatives analysis by developing several feasible corridor concepts that maintain continuous north–south connectivity and aligns with Waller County’s Major Thoroughfare Plan as well as regional transportation networks. Initial options are identified through GIS-based screening and engineering judgment to eliminate fatal flaws and ensure logical connections between endpoints. Each alternative undergoes evaluation based on uniform criteria, including travel path efficiency, network connectivity, and capacity to meet projected travel demand.

Alternatives are further evaluated to assess and compare potential environmental impacts, floodplain constraints, preliminary ROW limitations, and compatibility with existing and planned land use. BGE also examines constructability, phasing strategies, and planning level cost considerations to determine overall implementation feasibility. Traffic forecasts and operational performance measures including level of service, congestion reduction, and safety performance are consistently applied across all alternatives to enable objective comparison. This comprehensive, side by side analysis allows BGE to refine feasible options and provide Waller County with a clear, data driven recommendation for a practical, efficient, and sustainable corridor solution.

BGE has extensive experience screening and comparing alignment alternatives for new-location and corridor-scale roadway projects across Texas, including SH 99 (Grand Parkway) in the TxDOT Houston District and the Kendall County Gateway (SH 46) Relief Route, where over 200 alignments were evaluated using fatal-flaw screening and environmental, community, and performance criteria.

BGE has also supported corridor alternatives analysis for projects such as the US 69 Jacksonville Relief Route and the Fort Bend Parkway.

Evaluate Cost Efficiency, Constructability and Long-Term Serviceability

To support selection of a justifiable alignment for SH 36A North, alternatives must be evaluated beyond mobility benefits to include cost efficiency, constructability, and long term serviceability. For a new location, limited access corridor in a rapidly developing area, these factors are critical to managing delivery risk, lifecycle costs, and long term performance.

Cost efficiency will consider not only construction cost, but also ROW needs (both amount and location, including accommodation for future expansion), relocations and displacement costs, and operations, maintenance, and life-cycle costs. To improve cost performance, alternatives will favor undeveloped land where feasible, balance earthwork with existing terrain, minimize major structures, limit floodplain crossings, and reduce utility conflicts.

Constructability will prioritize low-risk design and staging: follow terrain to limit major cuts/fills; cross floodplains and streams at narrow, near perpendicular locations; minimize impacts to utilities; limit bridges and other specialty structures; and maintain practical construction access. Early coordination with landowners and agencies will confirm access constraints and reduce construction risk, schedule impacts, and contractor uncertainty.

BGE has successfully coordinated roadway construction with adjacent development to optimize material reuse, including coordination of Grand Parkway Segment E with construction of John Paul's Landing Park, where excavation from the park's lake was used as fill material

for the roadway. A similar approach was implemented on Grand Parkway Segment F2, where fill material was sourced from detention pond excavation associated with the Springwoods Village development.

Serviceability will confirm adequate ROW for future expansion and accommodations for drainage, utilities, and pedestrian needs; ensure reliable emergency access; provide logical connections to the surrounding roadway network with appropriate crossings and access locations; and use pavement sections and materials suited to anticipated traffic loads to maintain ride quality, durability, and safety.

BGE is currently providing Capital Maintenance oversight to TxDOT Houston District on SH 249 (Aggie Expressway), giving us a unique insight into the long-term maintenance needs of a new location freeway.

Clear Performance Measures

Performance measures for SH 36A North will use objective metrics to assess its role as a limited-access corridor. Key indicators include average travel speed, travel time savings, and aiming for LOS C or better for the opening year to accommodate future demand. Safety is measured by crash reductions based on predictive crash analysis, fewer conflict points, separation of local traffic versus through traffic, and access management/intersection spacing. Reliability is measured through consistent travel times and corridor accessibility during hurricane events or emergency needs. Economic and freight measures assess truck travel time savings and access to employment centers. Cost-effectiveness is measured by life-cycle cost per mile and maintenance needs, while community impacts are tracked through displacements, land acquisition, and preserved local access to ensure minimal disruption and lasting mobility benefits. Long-term performance is assessed based on supporting the regional mobility goals for the county. All these performance measures are balanced with a preferred alternative that minimizes environmental impacts.

BGE recognizes that the feasibility study must go

beyond mapping a proposed route. It must deliver clear and defensible recommendations for Waller County, considering countywide growth patterns and land development trends, coordination with TxDOT and regional transportation plans, environmental and ROW constraints, traffic operations, safety, level of service, as well as cost efficiency, constructability, and lifecycle performance. This comprehensive approach ensures the project will meet both immediate and long term needs for the county's transportation infrastructure.

2. Firm Experience with Similar Projects

2. FIRM EXPERIENCE WITH SIMILAR PROJECTS

Familiarity with Rural and Urban Roadway System

BGE has extensive experience planning, designing, and evaluating roadway systems in both rural and urban environments, with a strong understanding of how transportation facilities respond to varying land uses, traffic demands, and development pressures. The firm has partnered with federal, state, and local agencies; municipalities; and private developers on a wide range of projects, including new-location roadway facilities, interstate and freeway widening, relief routes, corridor and feasibility studies, and multimodal mobility improvements. BGE's experience also includes targeted operational and safety enhancements such as passing lanes, intersection geometry improvements, signal warrant analyses, and dedicated turn lanes to improve traffic flow and reduce congestion.

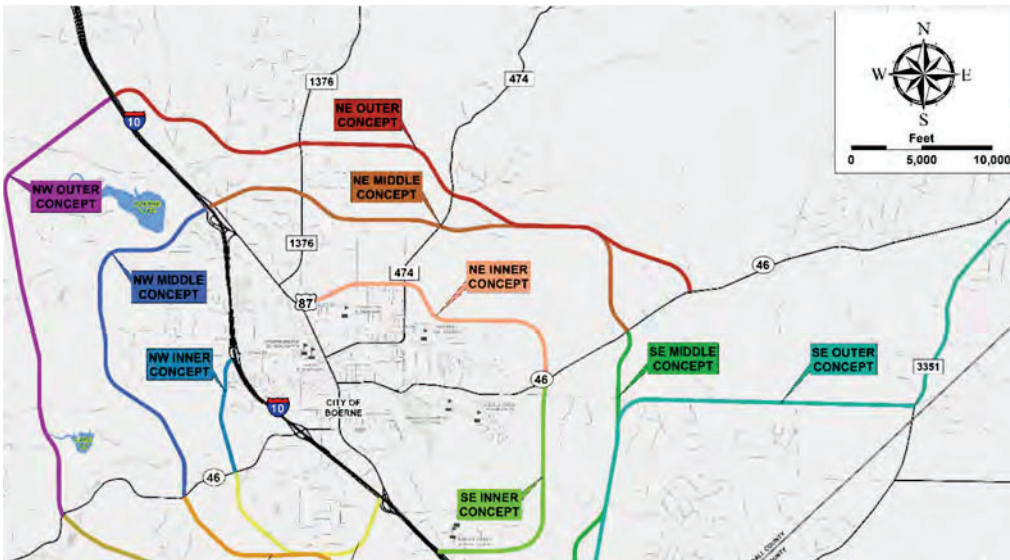
While this feasibility study focuses primarily on planning-level analysis, BGE's roadway design background adds value through a practical understanding of constructability, ROW needs, and cost-effective implementation. This integrated planning and design perspective helps BGE develop realistic, implementable recommendations that balance mobility goals, community needs, and long-term corridor preservation. As a result, proposed alternatives are evaluated not only for operational performance, but also for feasibility, affordability, constructability, and ability to support future growth.

BGE has delivered transportation projects across all 25 TxDOT districts, ranging from the urban Houston and Dallas Districts to the more rural Odessa and Lufkin Districts. The firm has extensive experience working with counties throughout the Greater Houston region,

including Waller, Harris, Fort Bend, Montgomery, Brazoria, Galveston, Liberty, Chambers, Austin, and Gonzales Counties, as well as with the cities of Houston, Sugar Land, Friendswood, Fulshear, Pearland, Southside Place and West University Place. BGE has also coordinated closely with regional planning organizations such as the H-GAC. Also, BGE has provided planning, design and program management services for local tolling authorities including HCTRA, FBCTRA, and BCTRA.

BGE Project Experience

Over the past decade, BGE has led and supported transportation projects that integrate traffic analysis, route feasibility evaluation, and corridor-level planning to inform long-range mobility investments. BGE has completed multiple reliever facility studies involving alignment screening, right-of-way assessment, environmental constraint evaluation, and comparative analyses of build alternatives. This experience includes comprehensive traffic studies to assess existing and forecasted conditions, identify operational deficiencies, and evaluate multimodal performance across developing corridors. In addition, the firm has performed corridor planning studies for urban and rural arterials, focusing on access management, intersection spacing, functional classification, and future capacity needs. Collectively, the projects below demonstrate BGE's ability to deliver recommendations that support decision-making, preserve corridor viability, and position projects for future design and implementation.



Firm/Role

BGE/Prime

Contact

Richard de la Cruz
Director of Transportation,
Planning and Development
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San Antonio, Texas 78229
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Richard.DeLaCruz@txdot.gov

Completion Date

February 2019

KENDALL COUNTY GATEWAY (SH 46) RELIEF ROUTE

TxDOT San Antonio District | Boerne, Texas

BGE led a feasibility study to identify viable corridors for a new-location, approximately 26-mile relief route intended to address growing congestion along SH 46 while preserving Boerne's natural, cultural, and community character. The project had been inactive for more than a decade after public opposition halted advancement beyond the No-Build alternative. As growth and congestion intensified, the City of Boerne and Kendall County adopted a joint resolution requesting that TxDOT resume corridor planning.

BGE implemented a comprehensive, NEPA-ready feasibility process integrating data collection, stakeholder and agency coordination, alternatives development, and quantitative and qualitative evaluation. More than 200 route concepts were screened through fatal-flaw analysis and evaluation matrices, resulting in identification of a preferred corridor organized into four prioritized segments. Environmental and community constraints, including Cascade Caverns, Cibolo Creek, historic downtown Boerne, sensitive Hill Country landscapes, and established neighborhoods, were central to corridor development, with avoidance strategies incorporated early to reduce risk and controversy.

Planning advanced to a defined ROW corridor with schematic-level concepts, identifying approximately 153 parcels totaling 933 acres. Public acceptance was addressed through application of intentional public engagement, emphasizing informed consent and transparent decision-making. BGE supported extensive public and agency coordination using an interactive online platform and 3D visualization tools and addressed more than 1,000 public comments. Although unfunded, the study re-established a clear, NEPA-compliant and legally defensible framework to support future implementation.

Relevancy to SH 36A Project

- ✓ Rural alternatives interacting with urban elements
- ✓ Data-driven project with early environmental and cultural avoidance
- ✓ Visualization-based public engagement
- ✓ Consistent messaging to local stakeholders
- ✓ Constructability-based fatal-flaw screening integrated with conceptual schematics to define the preferred alternative



US 69, JACKSONVILLE RELIEF ROUTE

TxDOT Tyler District | Jacksonville, Texas

BGE led a feasibility study to identify viable corridors for a new-location, approximately 13-mile relief route intended to address growing congestion along US 69. The corridor has higher crash rates than the statewide average, is inefficient during hurricane evacuations, and is a part of the Texas Highway Freight Network.

BGE developed alternative corridors. Within the study area, the team delineated land use and potential environmental resources. We developed 1,000-foot width alternative corridors to accommodate a final design speed of 70 mph. This width allows for multiple alternative route alignments to be developed within the corridor.

An effort was made to avoid floodplains, major wetlands, and stream crossings. Unavoidable streams were crossed perpendicular to the corridor to reduce environmental impacts and construction cost. Where identified, the corridors avoided areas with significant residential communities and rich farm soils. The corridors also avoided cultural and historic sites such as parks, schools, cemeteries, and churches.

A data-driven analysis was used to help determine if a corridor should be brought forward for further study. The alternative corridors were scored and ranked based on the following four factors:

- Purpose and Need
- Potentially Adverse Environmental Impacts
- Public Opinion
- Construction Cost

BGE led three public meetings on the project. At these meetings, the project was introduced, alternative alignments discussed, and ultimately the preferred alternative selected.

Firm/Role

BGE/Prime

Contact

Steve Linhart, AICP
TxDOT Project Manager
Transportation Planning and
Programming Division
512.567.4811
sdlinhart@gftinc.com

Completion Date

December 2018

Relevancy to SH 36A Project

- ✓ Rural alternatives interacting with urban elements
- ✓ Data-driven project with early environmental and cultural avoidance
- ✓ Visualization-based public engagement
- ✓ Consistent messaging to local stakeholders
- ✓ Heavy anticipated freight movements within the corridor
- ✓ Significant public input
- ✓ Coordination between City, County, and TxDOT
- ✓ Hurricane evacuation considerations



TEXAS HERITAGE PARKWAY

THP Improvement District | Fort Bend and Waller County

This is a 6.25-mile, new-location north–south boulevard extending from FM 1093 (Westpark Tollway) to I-10 through Fort Bend and Waller Counties. BGE has been involved in the project since early planning, providing feasibility analysis and corridor planning to support development of a major regional connection in a rapidly growing area. BGE evaluated alignment alternatives considering mobility needs, ROW availability, drainage and floodplain constraints, and long-term serviceability, supporting selection of a preferred alignment within a 200-foot-wide right-of-way that accommodates future capacity, drainage infrastructure, and multimodal features.

BGE performed environmental review and prepared compliance documentation, identifying potential constraints and incorporating avoidance and minimization strategies to reduce risk and support coordination among Fort Bend County, Waller County, the Cities of Katy and Fulshear, and the Texas Heritage Parkway Improvement District. This early integration facilitated efficient progression from planning through final design and construction.

BGE also led traffic analyses to evaluate future demand, corridor operations, and safety. Traffic study findings informed roadway cross sections and intersection planning, including the use of roundabouts at key intersections to promote continuous traffic flow and improve operational performance. Texas Heritage Parkway is now fully open to traffic.

Texas Heritage Parkway received the 2023 ACEC Texas Gold Medal in the Transportation Category and an accompanying National ACEC Recognition Award from the American Council of Engineering Companies (ACEC).

Firm/Role

BGE/Prime

Contact

James Fatheree

President

Texas Heritage Parkway

Improvement District

281-797-3344

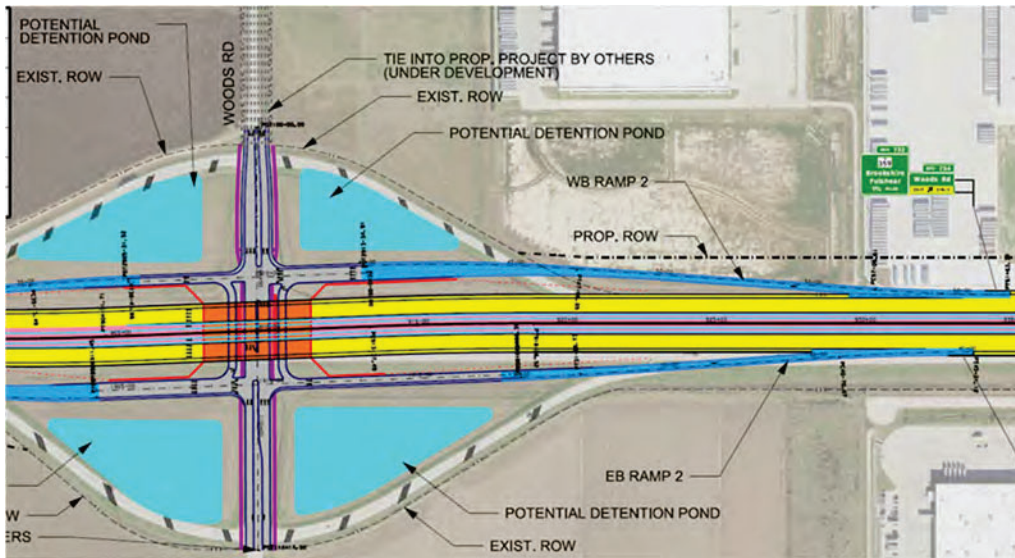
Jimfatheree@gmail.com

Completion Date

July 2023

Relevancy to SH 36A Project

- ✓ Rural alternatives interacting with urban elements
- ✓ Data-driven alternative comparison
- ✓ Environmental constraints determination
- ✓ Capacity analysis
- ✓ Planned development integration
- ✓ Concept-level feasibility support
- ✓ Coordination between Cities, County, and developers



Firm/Role

BGE/Prime

Contact

Michael Olivo, PE
Traffic Signal Design Supervisor
Houston District- Traffic
Engineering
713-802-5883
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Completion Date

August 2023

I-10 Corridor Study

TxDOT Houston District | Waller, Harris, and Fort Bend Counties

BGE conducted an I-10 corridor study in Waller, Harris, and Fort Bend Counties for the TxDOT Houston District, evaluating operations at 11 intersections through traffic signal warrant, turn-lane, and safety analyses. The I-10 improvements included widening I-10 for managed lanes, general-purpose lanes, and frontage roads; converting rural interchanges to urban diamond configurations; and adding a new interchange at FM 2855 and a westbound entrance ramp at Igloo Road.

Analyses were based on TxDOT Year 2040 and 2045 traffic forecasts, supplemented with turning movement counts, crash data, and spot speed studies. Results identified intersections warranting signalization, roadside flashing beacons are recommended to improve driver awareness when approaching the Cane Island Parkway Roundabout, and the need for dedicated left-turn lanes at select interchanges. Recommended left-turn configurations include either dual left-turn lanes or a left-turn lane with a shared through lane, depending on projected traffic volumes and right-of-way constraints.

Following the initial submittal, TxDOT Central Design B requested additional analyses at FM 1463, Pin Oak Road, the US 90/Katy Mills Boulevard interchange, and Bass Pro Drive. Using Year 2040/2045 projections, BGE performed capacity, segmental, weaving, and right-turn lane analyses, as well as a detailed intersection evaluation. These analyses supported TxDOT's evaluation of roadway geometry and ramp location alternatives, helping determine operational benefits and impacts. Also providing necessary data to being coordination with the City of Katy.

BGE coordinated closely with TxDOT through a series of meetings to discuss capacity results and recommendations to support the project schedule for schematic design.

Relevancy to SH 36A Project

- ✓ Improving rural conditions to urban elements
- ✓ Long-range traffic forecasting
- ✓ Corridor-level operations analysis
- ✓ Alternative geometry evaluation
- ✓ Safety and crash assessment
- ✓ Capacity and weaving analysis
- ✓ Planned development integration
- ✓ Data-driven alternative comparison
- ✓ Concept-level feasibility support

Economical and Serviceable Route Development Success

BGE has led many new-location roadway studies within the Greater Houston region, including two notable projects that, although initiated more than ten years ago, continue to demonstrate the firm's depth of experience in route development, feasibility analysis, and corridor implementation: **Segments E, F1, F2, and G of the Grand Parkway** (shown in Figure 1) and the **Fort Bend Parkway between SH 6 and FM 762**. For both corridors, BGE's role extended beyond planning-level studies to include schematic and final design services, enabling a seamless transition from concept development to implementation.

BGE performed the feasibility study, alignment study, environmental documentation, and preliminary design for **Segments E, F1, F2, and G of the Grand Parkway**, nearly 60 miles of new-location freeway extending from I-10 to I-69 (North), including interchanges with US 290, SH 249, and I-45 (North). The work was completed under the Grand Parkway Association (a state transportation corporation), the TxDOT Houston District, and the Harris County Toll Road Authority (HCTRA). BGE evaluated environmental constraints such as wetlands, endangered species habitat, Coastal Prairie Conservancy land (formerly Katy Prairie Conservancy land), archaeological sites, historic structures, FEMA-studied streams and rivers, and nearby residential development to help select preferred alternatives. BGE prepared schematic designs for the full 60-mile corridor and completed final design for approximately 30 miles. All 60 miles have since been constructed and are open to traffic.



FIGURE 1. GRAND PARKWAY

Similarly, BGE provided the feasibility study, alignment study, environmental documentation, and preliminary design for the **Fort Bend Parkway between SH 6 and FM 762** in central Fort Bend County. This 15-mile new-location freeway corridor was evaluated using constraints such as the Brazos River, endangered species habitat, nature conservancy property, a major power plant, and railroad lines. BGE advanced the project through schematic and final design for the initial three miles, which are now open to traffic, and currently overseeing the design and construction of the next three miles, including the complex Brazos River crossing.

These projects demonstrate BGE's extensive expertise in developing economical, serviceable roadway corridors across rural, suburban, and urban environments. Our work reflects an understanding of regional terrain; environmental constraints; drainage and utility challenges; and traffic operations that directly influence corridor feasibility and long-term performance. With more than 100 miles of new-location freeway in the Houston region advanced from feasibility and alignment studies with 60 miles of which have proceeded through final design and construction and now open to traffic, BGE offers deep experience delivering complex corridor projects and positioning them for implementation. There is not another firm that has our experience in new location work in the Houston area.

3. Key Personnel and Technical Experience

3. KEY PERSONNEL AND TECHNICAL EXPERIENCE

Matt Brannen, PE

Project Manager

Matt is accountable for delivering the study to meet the scope, schedule, and budget; coordinating all technical disciplines to produce integrated, consistent deliverables; and leading coordination with Waller County and other stakeholders. Matt will maintain project controls (work plan/schedule, meeting cadence, action items, decisions, and risks), guide alternatives development and screening using documented criteria, oversee QA/QC and comment resolution, and provide clear status communications. He will proactively manage key risks (environmental, drainage, utilities, ROW, permitting, constructability, and cost), support public involvement materials as needed, and ensure timely, compliant submittals while keeping Waller County's interests a priority throughout project development.

Hossein Hosseiny, PE

Schematic Design

Hossein is accountable for developing the roadway schematic and coordinating day-to-day design integration across disciplines. Hossein will lead alignment alternatives and feasibility screening, define recommended typical sections and horizontal/vertical geometry, and identify constraints and fatal flaws early. He will coordinate with ROW, environmental, drainage/hydraulics, utilities, and traffic to confirm requirements are reflected in the schematic, and will manage QC, comment resolution, and on-time delivery of exhibits and supporting documentation.

Hidi Criswell, PE, PTOE

Traffic Study

Hidi will lead traffic data collection, safety review, and forecasting to support feasibility and comparison of SH 36A North new location route alternatives. Hidi will establish existing conditions from TxDOT/H-GAC/Waller County data, supplement with targeted field counts (13-hour turning movements and 24-hour bidirectional volumes) and, as needed, StreetLight analytics (O-D, routes, and time-of-day trends). She will screen safety using CRIS and available local records supported by a GIS dashboard, then develop forecast volumes using regional growth, planned developments, and committed improvements to model no-build and build scenarios from a regional perspective.

Matthew Clinton, CWB

Environmental Study

Matthew will lead early environmental constraints evaluation and agency coordination to support route alternatives for the SH 36A North new-location corridor. Matthew will prepare an environmental constraints map and identify key risks early (coastal/Katy Prairie habitat, wetlands and floodplains, waters of the U.S., and Section 404 considerations), informing avoidance and minimization during alternatives screening. He will also evaluate community, agricultural, and environmental justice considerations to support defensible decision-making, ROW preservation, and timely environmental clearance.

Chris Doherty, PE, CFM

Hydraulic Study

Chris will lead drainage/hydraulics evaluation for the route study, including review of existing features and identification of floodplain, stream crossing, and detention requirements. Chris will coordinate required data collection and modeling, develop feasible bridge and stormwater concepts, and communicate drainage risks early to the design team. He will also coordinate with Waller County and the Brookshire Katy Drainage District to confirm applicable requirements.

Chad Criswell, PE

Roadway Geometric Design

Chad will lead development and evaluation of alignment development, including horizontal/vertical geometry, typical sections, and design criteria. Chad will coordinate with traffic, drainage, utilities, ROW, and environmental constraints to maintain feasibility and constructability, and will support schematic level exhibits and design recommendations. He will identify geometric and design risks to support advancement into detailed design.

Katelyn Heikkinen

Public Involvement

Katelyn is responsible for planning and executing public involvement activities for the route study, including stakeholder identification, meeting coordination, and development of exhibits and communication materials. Katelyn will support public meetings/hearings as required, document public input and comments, and coordinate with the project team to address concerns and incorporate feedback into project decisions.

Angela Regner, PE

Utility Coordinator

Angela is responsible for identifying existing utilities within the project limits, coordinating with utility owners, and documenting potential conflicts with proposed alignments. Angela will support development of utility adjustment concepts and estimates, track coordination, and communicate utility risks and schedule impacts to the design team early.

Eric Busker, PE

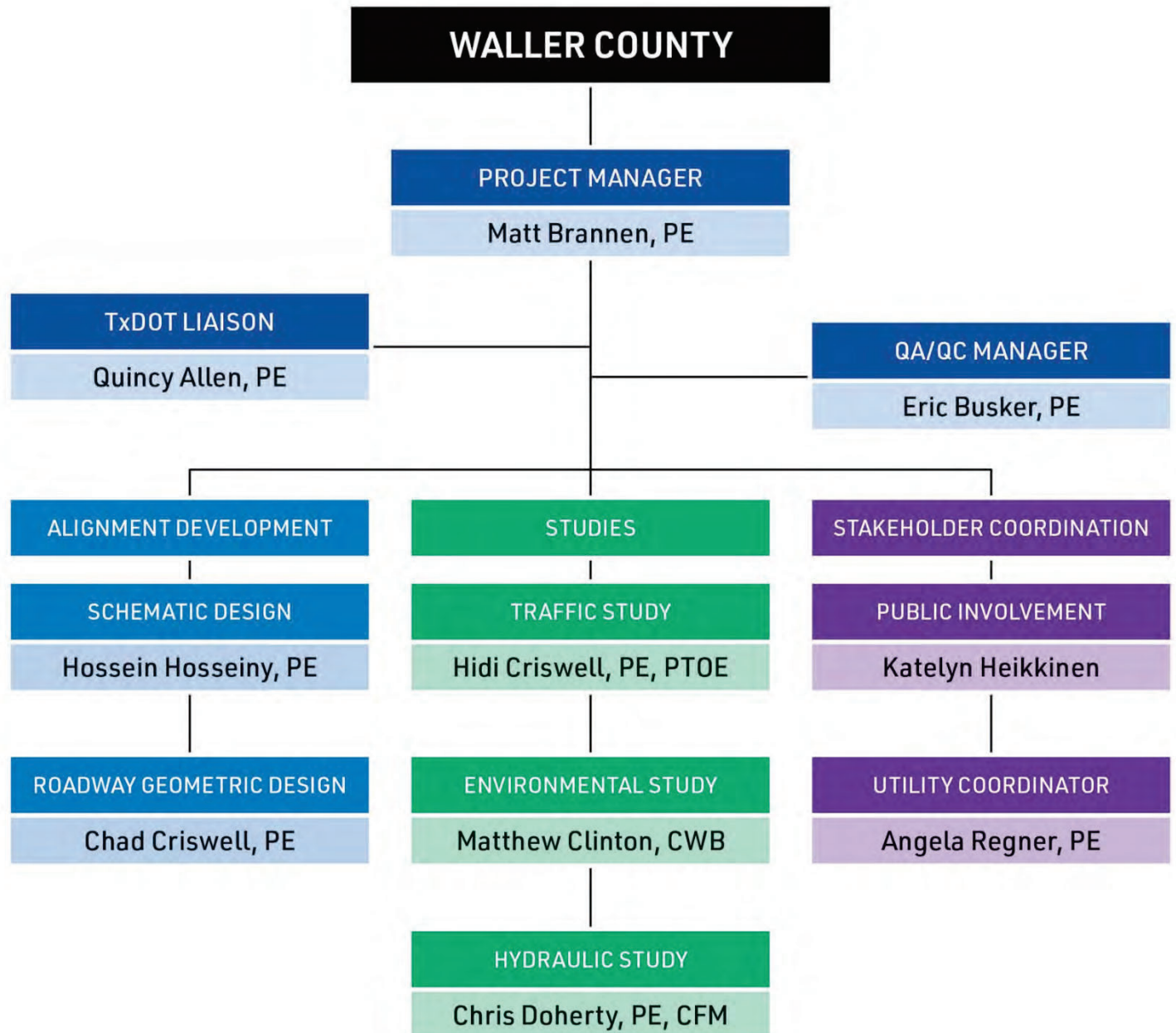
Quality Control/Quality Assurance

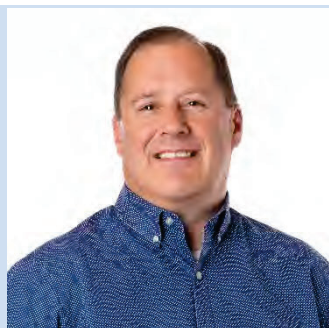
Eric will lead a team to provide independent quality oversight for the route feasibility study, ensuring that all alternatives development, traffic analysis, environmental process, and cost comparisons comply with Waller County expectations and applicable TxDOT standards. Eric's team will verify that quality control reviews at all levels are completed, documents comment resolution and provides formal quality sign off at key milestones prior to submittal.

Quincy Allen, PE

TxDOT Liaison

Quincy will serve as the TxDOT liaison for the Waller County route feasibility study, providing a direct connection between the project team and TxDOT districts to ensure consistency with applicable standards, policies, and long range planning objectives. If needed, Quincy can facilitate coordination meetings with TxDOT to reduce risk and support future implementation. His involvement helps position recommended corridors for efficient advancement into subsequent TxDOT coordinated project development phases.





Matt Brannen, PE
Project Manager

Registration

Texas PE No. 90868
Florida PE No. 93417
Georgia PE No. 48273
North Carolina PE No. 53703

Education

BS in Civil Engineering, The University of Texas, 1998

CAREER SUMMARY

Matt has more than 28 years of transportation engineering experience in the Houston area. His responsibilities include project management and oversight of corridor planning, schematic design, environmental documentation, and final design. His experience includes alternative analysis, feasibility studies, revenue forecasting, cost estimating, and environmental clearance.

Matt, recognized as a specialist in route studies, has participated as a panelist on the Mobility Panel at the Waller County Economic Development Partnership Infrastructure Conference for the last two consecutive years.

REPRESENTATIVE EXPERIENCE

JACKSON RELIEF ROUTE, TXDOT TYLER DISTRICT

Matt served as Project Manager for the US 69 Jacksonville Relief Route, to identify a new-location corridor around the City of Jacksonville to address congestion, safety concerns, freight mobility, and hurricane evacuation deficiencies along US 69. Under Matt's leadership, BGE developed and evaluated multiple 1,000-foot-wide alternative corridors for an approximately 13-mile relief route planned for a 70-mph design speed, applying a data-driven screening process to minimize impacts to floodplains, wetlands, stream crossings, residential areas, prime farmland, and cultural or historic resources. Alternatives were scored based on Purpose and Need, environmental impacts, public input, and construction cost. Matt led three public meetings to incorporate stakeholder feedback and support selection of a preferred, implementable corridor, providing TxDOT with a clear and defensible recommendation.

GRAND PARKWAY (SH 99) SEGMENTS E, F1, F2, AND F (I-10 TO US 59 N), GRAND PARKWAY ASSOCIATION

Matt served as the Project Engineer and performed the feasibility study and alternative analysis that ended with the preferred route selection for 60 miles of new location-controlled access highway. The study included public involvement, environmental constraint delineation and quantification, preliminary horizontal and vertical geometry, and preliminary ramp and overpass location recommendations. The project included 5 fully elevated interchanges, 32 cross street interchanges, 13 studied stream crossings, 1 river crossing, and 4 railroad crossings. Four separate EISs were prepared; each received a ROD.

Matt Brannen, PE

Project Manager

GRAND PARKWAY (SH 99) SEGMENT B, HIGHLAND RESOURCES

Matt served as the Project Manager for the alignment analysis of Segment B of the Grand Parkway across the Highland Resources (3,500 acres) and Legacy Trust (1,500 acres) tracts east of SH 288. These landowners contacted BGE to prepare a preferred alignment across their property, separate from the TxDOT project team. The landowners wanted an independent assessment of the alignment based on their needs, when they felt that they weren't receiving adequate coordination through TxDOT. Matt prepared environmental constraints mapping as well as identified preliminary engineering constraints, such as topography and drainage. Using these, along with multiple land plan alternatives provided by the landowners, Matt prepared alignment alternatives. Using typical TxDOT measures of effectiveness, Matt prepared an impact matrix and, working with the landowners, selected a preferred alternative across the 5,000 acres. This landowner preferred alternative was submitted to the TxDOT team as a comment made during the project public hearing. It is expected that the alignment will be incorporated via an environmental document revision when the project moves to final design.



Hossein Hosseiny, PE

Schematic Design

Registration

Texas PE No. 90868

Certification

TxDOT LGPP

Education

BS Civil Engineering,

The University of Texas, Tyler, 2011

CAREER SUMMARY

Hossein Hosseiny has almost 20 years of transportation engineering experience. He has served as Project Manager, Task Leader, and Project Engineer on a variety of transportation planning, design, and construction management projects for the TxDOT, North Texas Tollway Authority (NTTA), and local municipalities. His specific experience and responsibilities include feasibility studies, alternative route analysis, traffic studies, horizontal and vertical roadway design, cross section and 3D modeling, management of traffic and construction phasing plans, hydrology and hydraulic modeling, closed-system storm sewer design, cost estimation, and construction scheduling.

Hossein has extensive experience with the public involvement process for various stages of projects, from feasibility and planning through detailed PS&E design and construction. He has proactively worked with federal, regional, and local agencies and stakeholders, technical committees, and the general public to effectively communicate project goals and gain consensus on the proposed design.

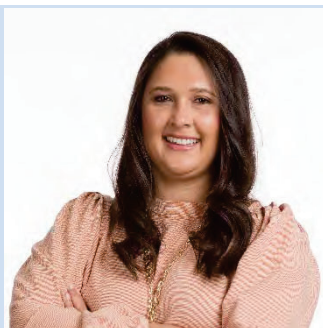
REPRESENTATIVE EXPERIENCE

US 175 KAUFMAN COUNTY, TXDOT DALLAS DISTRICT

Hossein is serving the TxDOT Dallas District as Project Manager for the feasibility study of US 175 corridor through Kaufman County, Texas. He is leading all efforts including developing universe of alternatives for this 36-mile corridor, detailed analysis of existing overpasses for new freight corridor standards and bridge replacements where needed, continuous one-way frontage roads in various locations, and ramp configuration and design, traffic operational analysis including travel demand modeling in coordination with NCTCOG MTP, and predictive safety analysis.

SH 31 RELIEF ROUTE, TXDOT, CORSICANA, TEXAS

Hossein served as a Design Engineer for a 12-mile interim roadway construction of SH 31 from 2.8 miles west of FM 739 to 4.5 miles east of SH 287. His responsibilities included hydraulic analysis, modeling, and design of multiple culvert crossings including bridge class culverts and four proposed bridge structures crossing existing streams. He modeled proposed culverts using HEC-RAS software and developed drainage reports as well as PS&E level culvert plan and profile and hydraulic data sheets. Hossein also developed channel and roadside grading plans.



Hidi Criswell, PE, PTOE

Traffic Study

Registration

Texas PE No. 124831

PTOE Certification No. 5239

Education

ME, Transportation Engineering,

Texas A&M University, 2012

BS, Civil Engineering,

Texas A&M University, 2011

CAREER SUMMARY

Hidi Criswell has more than 13 years of experience as a Project Manager and Traffic Engineer. Her experience includes traffic operation analysis, corridor studies, capacity analysis, traffic engineering studies, traffic impact analysis (TIA), signing, pavement markings, traffic signal design, ITS planning, and ITS design projects. Mrs. Criswell has completed projects for and/or within various cities (Houston, Sugar Land, Friendswood, etc.), various counties (Waller, Harris, Montgomery, etc.), and various TxDOT districts (Houston, Fort Worth, Yoakum, etc.). She is proficient in the use of Synchro and SimTraffic 12.0, SignCAD, CORSIM, HCS, SIDRA and OpenRoads.

REPRESENTATIVE EXPERIENCE

I-10 CORRIDOR STUDY, TXDOT HOUSTON DISTRICT

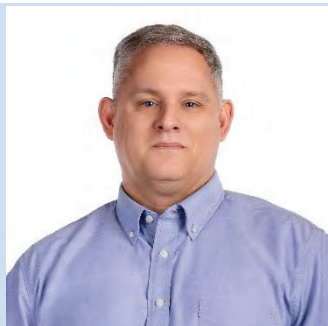
Hidi conducted the I-10 Corridor Study for TxDOT Houston District, performing traffic signal warrant, left-turn lane, and capacity analyses at 11 intersections. Using TPP volumes, existing counts, and schematic lane configurations, she developed 2040/2045 forecasts to determine signal needs and recommend left-turn storage lengths per TxDOT criteria. She also completed accelerated capacity analyses for three intersections to support schematic updates, including added turn lanes, revised lane assignments, and a ramp removal.

FORT BEND TOLL ROAD RAMP ANALYSIS, FORT BEND COUNTY TOLL ROAD AUTHORITY

Hidi conducted a traffic engineering analysis to evaluate the need for the Fort Bend Toll Road westbound entrance ramp and eastbound exit ramp at the intersection of Sienna Ranch Road within Fort Bend County. The toll road was under construction to be extended to Sienna Ranch Road. Hidi conducted the analysis to determine if the westbound entrance ramp and eastbound exit ramp were needed from a traffic volume evaluation for two design years, Year 2040 and Year 2045. Hidi forecasted traffic volumes using a calculated growth rate, existing traffic counts, and H-GAC projected volumes. The findings were documented in a technical memo.

SOUTH COUNTY MOBILITY STUDY, H-GAC, MONTGOMERY COUNTY, TEXAS

Hidi performed QA/QC for the South County Mobility Study, supporting H-GAC partnerships with Montgomery County Precinct 3, The Woodlands Township, the Cities of Shenandoah and Oak Ridge North, The Woodlands RUD #1, and TxDOT. The study developed actionable recommendations to improve regional mobility and access to employment. Hidi reviewed short- and long-term improvements, benefit/cost analysis, and report content for accuracy and clarity.



Matthew Clinton, CWB

Environmental Study

Certification

Certified Wildlife Biologist
The Wildlife Society

Education

BS in Wildlife Ecology
Texas A&M University 1995

CAREER SUMMARY

Matthew Clinton has 27 years of extensive experience in preparing and processing Categorical Exclusions (CE), Environmental Assessments (EA), Wildlife Hazard Assessments (WHA) and Airport Master Plans (AMP). Environmental Project Manager and Certified Wildlife Biologist (CWB) with 27 years of experience preparing Categorical Exclusions (CEs), Environmental Assessments (EAs), Wildlife Hazard Assessments (WHAs), and Airport Master Plans (AMPs).

Qualified airport wildlife biologist (FAA AC 150/5200-36) with strong working knowledge of NEPA and familiarity with USACE and TCEQ requirements.

Experienced coordinating with TxDOT, TPWD, THC, USACE, USCG, USFWS, FAA, FHWA, and EPA.

REPRESENTATIVE EXPERIENCE

FM 1488 RELIEF ROUTE: FROM EXISTING FM 1488 TO PROPOSED SH 249, MONTGOMERY COUNTY, TEXAS

Matthew served as Project Manager for the FM 1488 EA, managing daily coordination. The project involved a new-location relief route around Magnolia in rural Montgomery County through heavily forested habitat with potential for the Red-cockaded Woodpecker. The project affected seven tributaries and four ponds; he worked with engineers to minimize impacts and avoid an individual permit. The project required about 116 acres of ROW, with commercial/residential displacements and prime farmland impacts. Stakeholder meetings with residents and businesses led to alignment refinements to reduce property impacts. The project received a FONSI on October 25, 2018.

SH 249: FM 1774 TO SH 105, GRIMES COUNTY, TEXAS

Matthew served as Deputy Project Manager for the SH 249 EA and managed day-to-day activities for a new-location toll road through rural Grimes County (Bryan District). The EA evaluated a super-2 facility within ROW sized for future widening to a four-lane divided roadway; about 650 acres of new ROW were needed, with minimal right of entry (ROE) along the alignments. The corridor included habitat for nine threatened and endangered species, including the endangered Red-cockaded Woodpecker and Navasota ladies'-tresses (NLT). Because NLT habitat was present throughout the study area and ROE was limited, he coordinated with ENV biologists and used thorough documentation to avoid costly presence/absence surveys under ESA Section 9. Given strong local concern over toll-road noise, he led a defensible noise analysis despite denied ROE by obtaining ENV approval to collect ambient measurements at representative locations and apply them to receiver locations without access. The project received a FONSI on September 9, 2016.



Chris Doherty, PE, CFM
Hydraulic Study

Registration

Florida PE No. 93685

Georgia PE No. 48248

North Carolina PE No. 53638

Texas PE No. 99748

CFM No. 1415-08N

Education

BS, Civil Engineering Colorado State University, 1991

CAREER SUMMARY

Chris has 34 years of experience as a Senior Hydrologic and Hydraulic Project Manager, leading stormwater planning, analysis, and design for civil projects spanning land development, major transportation, and flood damage reduction. His work focuses on surface-water hydrology/hydraulics, drainage master planning, riverine hydraulic analysis, and drainage impact/mitigation studies for development and transportation projects. He co-authored the FHWA Urban Drainage Design Manual (HEC-22) and has extensive modeling experience with EPA-SWMM, HEC-HMS, and HEC-RAS. Chris has designed 100+ detention basins and outlet control structures (including extended detention for water quality) and has analyzed hundreds of regional detention ponds in support of large-scale hydrologic assessments.

REPRESENTATIVE EXPERIENCE

GRAND PARKWAY SEGMENT F2, ZACHRY-ODEBRECHT PARKWAY BUILDERS, HARRIS COUNTY, TEXAS

Chris served as the Drainage Design Manager for Segment F2 of the Grand Parkway, a new 12-mile urban freeway between SH 249 and I-45 in northern Harris County. The alignment of Segment F2 crosses numerous streams. The hydraulic design included one bridge and five cross culverts. The most significant complexity of the highway design from a drainage standpoint is that the highway is located at or near the watershed drainage divide for the majority of its alignment, which results in limited outfall depth and shallow storm sewer systems. Chris oversaw the design of a pump station and a 30-inch force main to drain the underpass at the FM 2920 crossing to the detention system, which was required due to FAA flight path restrictions from the adjacent Hooks Airport. The drainage system design includes 14 detention basins, including three interconnected systems and a pumped detention outfall.

GRAND PARKWAY SEGMENT E, HARRIS COUNTY TOLL ROAD AUTHORITY, HARRIS COUNTY, TEXAS

Segment E of the Grand Parkway is a new 14-mile urban freeway between I-10 and US 290 in western Harris County. The alignment of Segment E crosses numerous streams, including Mason Creek, South Mayde Creek, Bear Creek, Langham Creek, and Cypress Creek. Chris served as the Project Manager for bridge scour analysis; FEMA floodplain coordination, including a CLOMR for six floodplain crossings; and the completion of the drainage impact study for Segment E. The drainage system, which comprises roadside ditches and storm sewers along both sides of the proposed roadway, directs runoff generated within the highway ROW and adjacent tributary that outfall into stream crossings for conveyance downstream. Detention for the potential increased stormwater runoff was provided within the roadside systems and five offsite detention basins. These proposed systems were designed to provide 166 acre-feet of required mitigation storage for the entire project.



Chad Criswell, PE
Roadway Geometric Design

Registration

Texas PE No. 90114
Florida PE No. 93535
Georgia PE No. 48377
North Carolina PE No. 53636

Education

BS in Civil Engineering Texas A&M University, 1995

CAREER SUMMARY

Chad has 30 years of experience preparing transportation plans and specifications for the design of freeways, toll roads, farm-to-market roads, local streets, off-system bridges and hike-and-bike facilities. He is experienced in roadway geometric design, cross-sections and earthwork calculations, local drainage, retaining wall layouts, bridge layouts, traffic control plans, stormwater pollution prevention plans, utility relocation, signing and pavement markings, specifications and estimates, and schematic design. His project roles span from project manager to task leader to heading up QA/QC and GEC/project engineer for clients, including TxDOT, City of Houston, Harris County Toll Road Authority and various counties.

REPRESENTATIVE EXPERIENCE

GRAND PARKWAY SEGMENT F2 (SH 99), TXDOT, HARRIS COUNTY, TEXAS

As Production and QA/QC Manager, Chad supervised engineering plans for Grand Parkway Segment F2, a 12.1-mile route from west of SH 249 to west of I-45. He managed designs for roadway, bridges, retaining and sound walls, and drainage systems, including typical sections, alignments, demolition, and layouts for walls, drainage, culverts, detention ponds, and SWP3. The main lanes have two lanes each way with a 40-foot median for future expansion. The project included 24 ramps, frontage roads, 15 cross streets, and two railroad grade separations (BNSF and UPRR). Chad coordinated with TxDOT, Harris County, BNSF, and UPRR, resolving challenges at the UPRR crossing using post-tension straddle bents to span the 100-foot ROW.

FM 604, TXDOT ABILENE DISTRICT, CLYDE, TEXAS

This project focused on designing a new rural alignment for FM 604, which included building a two- or three-lane highway with a grade separation over the UPRR track. The scope also covered connecting roads to FM 18 and North First Street in Clyde, as well as culvert design, and traffic control. Chad's responsibilities included developing horizontal and vertical alignments for all three roadways, creating roadway cross sections to assess earthwork requirements, laying out the bridge over the UPRR, and handling the design of culverts, signage and striping, and the SWP3.



Katelyn Heikkinen

Public Involvement

Certified Environmental Profession in Training

Registration

TxDOT LGPP

Education

MS, Environmental Science
University of North Texas, 2011

BS, Environmental Science
Stephen F. Austin State University, 2008

CAREER SUMMARY

Katelyn has over 17 years of experience performing environmental permitting, planning, and public outreach. Her experience includes NEPA studies, including EIS, EA, and CE; Section 404 and Section 408 of the Clean Water Act Permitting; threatened and endangered species habitat evaluations; utility line and transportation environmental compliance and permitting; and public outreach and engagement.

REPRESENTATIVE EXPERIENCE

SOUTHEAST CONNECTOR, ENVIRONMENTAL ASSESSMENT AND PUBLIC INVOLVEMENT, TARRANT COUNTY, TEXAS

Katelyn served as the General Engineering Consultant (GEC) Environmental Task Manager for this design-build project. Prior to the environmental assessment receiving a FONSI, Katelyn led the planning and preparation of several public involvement events including one townhall public meeting and one public hearing. The public hearing was planned for May 2020 however, due to COVID-19 restrictions, a traditional in-person public hearing was not possible. Katelyn prepared the pre-recorded hearing video that was posted online for public viewing. Katelyn also prepared a reevaluation for minor design changes, determined after the FONSI was issued.

GUNTER RELIEF PROJECT, ENVIRONMENTAL ASSESSMENT AND PUBLIC INVOLVEMENT, GRAYSON COUNTY, TEXAS

As the Environmental Project Manager, Katelyn was responsible for the planning and preparation of the virtual public meeting per TxDOT Paris District guidelines for this project which included constructing a new location roadway in Gunter, Texas. Katelyn was also responsible for reviewing the technical memos and environmental assessments.

FM 121 SPUR (GRAYSON PARKWAY), ENVIRONMENTAL ASSESSMENT AND PUBLIC INVOLVEMENT, GRAYSON COUNTY, TEXAS

As the Environmental Project Manager, Katelyn was responsible the planning and preparation of the virtual public meeting per TxDOT Paris District guidelines for this project which included constructing a new location roadway in Grayson County, Texas. Katelyn was also responsible for reviewing the technical memos.



Angela Renger, PE
Utility Coordinator

Registration
Texas PE No. 102350

Education
BS, Chemical Engineering
Texas A&M University, 2004

CAREER SUMMARY

Angela has 21 years of experience in utility coordination, transportation engineering design, and construction projects. She excels in conflict analysis, utility coordination meetings, relocation coordination, permit review, agreements, and Buy America compliance. Angela served as Utility Task Lead on over 20 projects and was responsible for expediting utility relocations, including the identification and adjustment of utility facilities. Her expertise includes facilitating early conflict identification and risk analysis. She has coordinated with about 70 utility entities and organized meetings to achieve utility clearance certification.

REPRESENTATIVE EXPERIENCE

IH 35 CAPEX SOUTH, TXDOT-AUSTIN DISTRICT, AUSTIN, TEXAS

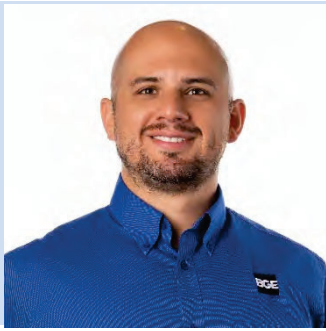
Angela served as Utility Coordination Task Lead for a 9.5-mile interstate reconstruction CE&I project adding managed lanes and frontage lanes and reconstructing ramps and auxiliary lanes, with ongoing ROW acquisition and post-letting utility agreements. With ROW and utilities on the critical path, she identified parcels needed for phased utility relocations and coordinated ROW acquisition and utility agreement priorities with TxDOT ROW and Utility groups to avoid construction delays. She also led Buy America compliance verification, maintained construction dates in the Utility Status Report, and hosted recurring coordination meetings with each utility owner to ensure relocations were complete before construction at each location.

RM 967 WIDENING AND RECONSTRUCTION, HAYS COUNTY, HAYS COUNTY, TEXAS

Angela led utility coordination for widening/reconstructing a 2.53-mile, two-lane roadway from South Main Street to I-35, adding shoulders and a continuous left-turn lane. She coordinated 17 utility companies, led the evaluated relocation alternatives, and hosted utility coordination and on-site meetings to ensure clarity and compliance. On the fast-track schedule, she developed a Utility Management Plan with adjusted construction phasing to avoid delays.

SH 97 ROADWAY RECONSTRUCTION (BU 35 TO SH 72), TXDOT LAREDO DISTRICT, LAREDO, TEXAS

Angela served as Utility Coordinator for a 26.365-mile-long project with 3R roadway rehabilitation including widening the roadway for proposed four-lane roadway and super 2 with culvert extensions and ditch cuts. Angela worked closely with the design team to achieve utility avoidance and minimize utility conflicts with design adjustments. She coordinated with 28 utility owners and held utility coordination meetings with follow up meetings to keep the UCM and corresponding layouts updated and completion dates on time. As TxDOT received permits from the utility owners, Angela reviewed them for approval with the proposed project design.



Eric Busker, PE

Quality Control/Quality Assurance

Registration

Texas PE No. 123341

Education

MBA, Texas State
University, 2015

BS in Civil Engineering,
Texas A&M University, Kingsville, 2011

CAREER SUMMARY

Eric Busker provides extensive experience managing the preliminary engineering process for transportation projects and leading roadway, drainage, access management, structures and traffic design teams to develop quality schematics seamlessly transitioned to PS&E. He coordinates environmental specialists to achieve environmental clearance while designing to avoid/mitigate impacts on sensitive features resulting in the preferred alternative. As a hands-on project manager, Eric provides expertise in communicating with clients and stakeholders to successfully deliver schematic projects with critical timelines.

REPRESENTATIVE EXPERIENCE

WESTERN CALDWELL COUNTY TRANSPORTATION STUDY, CAMPO

Eric serves as Planning/Engineering Task Lead for the study of a new-location facility between SH 130 and I-35. Eric has led a team to understand existing conditions, develop evaluation criteria based on input from stakeholders and the public, and to evaluate ten alternative alignments. He has supported five Steering Committee meetings and two rounds of public engagement which have led to identification of the preferred alternative.

CORRIDOR E2 AND E3, WILLIAMSON COUNTY

Eric serves as Planning/Engineering Task Lead for the future controlled-access facility between US 79 and the future SH 29 as part of Williamson County's Corridors Program. His team developed nine alternative alignments, along with an evaluation criteria matrix that considered proposed right-of-way needs, residential and commercial displacements, environmental impacts, and unusable remaining acreages within parcels bisected.



Quincy Allen, PE
TxDOT Liaison

Registration
Texas PE No. 70848

Education
BS, Civil Engineer,
University of Houston, 1990
BS, Petroleum Engineering,
University of Texas, 1984

CAREER SUMMARY

Quincy has more than 37 years of experience with the TxDOT where he most recently served as a member of the TxDOT Administration team. As Director of District Operations, Quincy provided oversight and direction of all 25 TxDOT districts. He assured the effective and efficient planning, design, construction and maintenance activities of TxDOT transportation systems across the state of Texas. Quincy spent much of his TxDOT career in Houston working on a number of high-profile projects, including the Johnson Ferry, the I-45/North Houston Highway Improvement Project and the recovery from Hurricane Harvey. Quincy has focused his career on building teams and investing into his staff to empower.

REPRESENTATIVE EXPERIENCE

DIRECTOR OF DISTRICT OPERATIONS, TXDOT

As the Director of District Operations, Quincy was responsible for the oversight and direction of all 25 TxDOT Districts. He oversaw the planning, design, construction, and maintenance activities of all transportation systems across Texas.

DISTRICT ENGINEER, TXDOT HOUSTON DISTRICT

As District Engineer, Quincy was responsible for the transformational I-45/Noth Houston Highway Improvement Project throughout the recovery from Hurricane Harvey.

4. Financial Stability

4. FINANCIAL STABILITY

- a. Has your Company ever failed to complete any work awarded to it?

No.

- b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?

Yes.

- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

No.

5. Required Forms and Overall Completeness of Submission

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BGE, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 10777 Westheimer, Suite 400	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77042		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	4		-	1	8	1	7	9 5 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/01/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 03/22, including completed operations (GL); CA2048 10/13 (Auto). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA74858XX 01/15 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL), LX4204 07/13(PL).

The Umbrella Follows Form to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.



DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

BGE, Inc.

Company Name



Signature of Authorized Company Official

April 22, 2026

Date

Matthew Brannen

Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

BGE, Inc.

Company Name



Signature of Authorized Company Official

Matthew Brannen

Printed Name



NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

BGE, Inc.

Company Name

Signature of Authorized Company Official

April 22, 2026

Date

Matthew Brannen

Printed Name



NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

BGE, Inc.

Company Name

Signature of Authorized Company Official

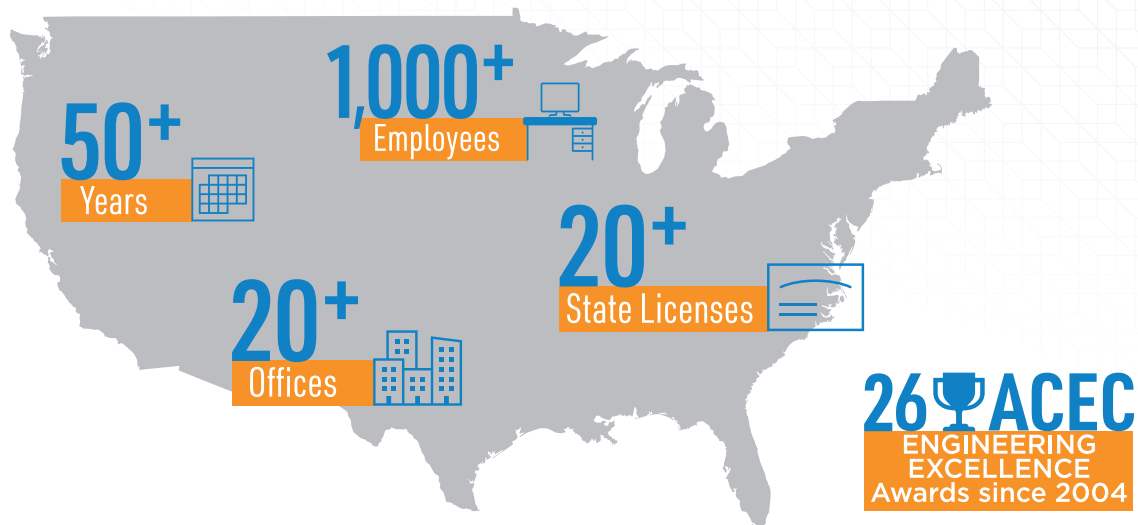
April 22, 2026

Date

Matthew Brannen

Printed Name

LOCAL INSIGHT BACKED BY REGIONAL DEPTH.



Serving. Leading. Solving.™



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