

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIFTH AMENDMENT TO AGREEMENT FOR
SH 36A DEVELOPMENT CORRIDOR BUSINESS PLAN

THIS FIFTH AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for SH 36A Development Corridor Plan on July 22, 2014, and as amended on October 28, 2014, February 11, 2015, August 25, 2015 and on December 15, 2015; (hereinafter "Agreement") and attached hereto as Exhibit A; and

WHEREAS, the parties desire to extend the time of performance of the Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The time for performance of the Services under the Agreement shall be extended for an additional three months to terminate on June 30, 2016.
2. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that no additional funds shall be made available for Services rendered under this Agreement including the additional Services described in this Agreement and no changes shall be made to the Maximum Compensation designated under the Agreement.
3. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

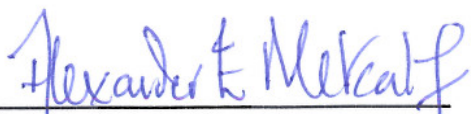
FORT BEND COUNTY

TRANSPORTATION ECONOMICS &
MANAGEMENT SYSTEMS, INC.

Robert E. Hebert, County Judge

Date
ATTEST:

Laura Richard, County Clerk



Alexander E. Metcalf, President
24 March 2016

Date

Exhibits: Exhibit A Agreement for SH 36A Development Corridor Plan

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Transportation Economics & Management Systems, Inc.
Frederick, MD United States

Certificate Number:
2016-30609

Date Filed:
03/24/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
23722
Transportation infrastructure and planning services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Alexander E Metcalf

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ALEXANDER METCALF, this the 24th day of MARCH, 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

KRISTI L. MORNINGSTAR

Printed name of officer administering oath

ASSISTANT TO PRESIDENT

Title of officer administering oath

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FOURTH AMENDMENT TO AGREEMENT FOR
SH 36A DEVELOPMENT CORRIDOR BUSINESS PLAN

THIS FOURTH AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for SH 36A Development Corridor Plan on July 22, 2014, (hereinafter "Agreement"), as amended on October 28, 2014, February 11, 2015, and on August 25, 2015; and attached hereto as Exhibit A; and

WHEREAS, the parties desire to extend the term of performance and amend the Scope of Services in the Agreement for services to be provided by Contractor as described in Exhibit B; and

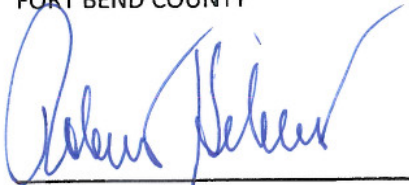
WHEREAS, Services described in the Scope of Work include, the preparation and finalization of a Feasibility Level Analysis and Business Plan (hereinafter "Business Plan");

NOW, THEREFORE, the parties do mutually agree as follows:

1. The time for performance of the Services under the Agreement and the Additional Services agreed to herein shall be extended for an additional four months to terminate on March 31, 2016.
2. The Scope of Services shall be amended to include those services:
Step 7: Presentation of Business Plan.
 - a. Designated TEMS staff member will conduct presentations of Business Plan to stakeholders conducted by Transportation Economics and Management Systems, Inc. (TEMS) staff in order to educate and inform project results.
 - b. Presentations will be conducted by Dr. Alexander Metcalf, President, TEMS, Inc. Any changes made in this provision must be approved by the County prior to implementation of change.
3. County shall pay for labor and travel expenses for designated TEMS staff member related to these presentations on behalf of the project.
4. Rates. Labor expenses for Dr. Metcalf shall be set at two hundred and fifty dollars and no/100 (\$250.00). Travel and mileage expenses incurred in the performance of required Services will be compensated only when approved in advance by County and provided that expenses comply with the County's Travel Policy, a copy of which is attached as Exhibit C to this Agreement.

5. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that no additional funds shall be made available for Services rendered under this Agreement including the additional Services described in this Agreement and no changes shall be made to the Maximum Compensation designated under the Agreement.
6. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY



 Robert E. Hebert, County Judge

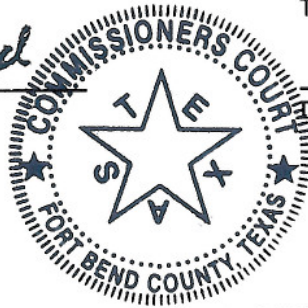
12-15-2015

 Date

ATTEST:



 Laura Richard, County Clerk



TRANSPORTATION ECONOMICS &
 MANAGEMENT SYSTEMS, INC.



 Authorized Agent- Signature

ALEXANDER E. MCKEELF

 Authorized Agent- Printed Name

PRESIDENT

 Title

12/5/15

 Date

- | | | |
|-----------|-----------|--|
| Exhibits: | Exhibit A | Agreement for SH 36A Development Corridor Plan |
| | Exhibit B | Letter of Request for Amendments to Agreement |
| | Exhibit C | Summary of Fort Bend County Travel Policy |

EXHIBIT A

to Fourth Amendment, including Agreement
for SH 36A Development Corridor Plan, and
First, Second and Third Amendments

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
SH 36A DEVELOPMENT CORRIDOR BUSINESS PLAN**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for SH 36A Development Corridor Plan on July 22, 2014, (hereinafter "Agreement"), as amended on October 28, 2014, and on February 11, 2015; and

WHEREAS, the parties desire to further amend the Agreement to modify the Scope of Work for additional services to be provided by Contractor and authorize additional compensation for such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The time for performance of the Services under the Agreement and the Additional Services agreed to herein shall be extended to terminate on November 30, 2015.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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FORT BEND COUNTY

Robert E. Hebert 82515

Robert E. Hebert, County Judge

TRANSPORTATION ECONOMICS & MANAGEMENT SYSTEMS, INC.

Alexander E. Metcalf

Authorized Agent- Signature

ALEXANDER E. METCALF

Authorized Agent- Printed Name

PRESIDENT

Title

8/19/2015

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 603,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant

Robert Edward Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
SH 36A DEVELOPMENT CORRIDOR BUSINESS PLAN**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for SH 36A Development Corridor Plan on July 22, 2014, (hereinafter "Agreement"), as amended on October 28, 2014; and

WHEREAS, the parties desire to further amend the Agreement to modify the Scope of Work for additional services to be provided by Contractor and authorize additional compensation for such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Contractor shall render additional services as described in Exhibit A attached hereto and incorporated herein for all purposes (hereinafter "Additional Services").
2. County shall make an additional six hundred thousand dollars and no/100 (\$600,000.00) available for performance of Additional Services by Contractor.
3. The total Maximum Compensation under the Agreement and this Second Amendment shall be increased to an amount not to exceed six hundred sixty-three thousand dollars and no/100 (\$663,000.00), including travel and expenses. In no case shall the amount paid by County exceed the Maximum Compensation without an amendment.
4. The time for performance of the Services under the Agreement and the Additional Services agreed to herein shall be extended to terminate on September 30, 2015.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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FORT BEND COUNTY

TRANSPORTATION ECONOMICS & MANAGEMENT SYSTEMS, INC.

Robert E. Hebert

Alexander F. Metcalf

Robert E. Hebert, County Judge

Authorized Agent- Signature



Alexander F. Metcalf

Authorized Agent- Printed Name

ATTEST:

President

Title

Laura Richard

02/11/2015

Date

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 60,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant

Robert Edward Sturdivant, County Auditor

ATTACHMENT A

SH 36A Development Corridor Business Case and Feasibility Plan: Scope of Work

Introduction

The purpose of this feasibility study is to further evaluate the potential for developing the SH 36A Development corridor, as an adjunct to Port Freeport to serve as a major container port for central, northern and west Texas and markets across Mid America. The corridor will provide a bypass and reliever to the ports of Galveston and Houston, which are being "choked off" by bottlenecks, congestion and a limited capability to serve the new larger ships that will access the Gulf of Mexico from the enlarged Panama Canal and the Suez Canal. The SH 36A corridor will provide a fast and effective means for serving markets to the north and west of Houston while expanding the opportunities for the Port Freeport to develop as a competitive "port of entre" to serve the rapidly expanding markets of Mid America from Denver to Chicago to Birmingham. In cooperation with the Port of Houston, Port Freeport can help support the growth of the Houston market with "topping off" services that allow Houston to exploit the lower shipping costs to be provided by the larger ships that are to be used as a result of the expansion of the Panama Canal, and the development of the trade with Southeast Asia.

The 36A Coalition are advocating for a feasibility study to assess the findings of the original concept study concerning the potential of a rail corridor from Port Freeport to Rosenberg and even Hempstead connecting to UP, BNSF and KCS national networks. The proposed rail corridor will avoid the bottlenecks of Houston, and connect with the new rail facilities being developed in the corridor (e.g., UP at Hearne)

TEMS has been asked to prepare a Scope of Work that will provide a Feasibility Level Analysis and Business Plan that will answer the following questions –

- What is the business case for investing in rail along the SH 36A Corridor and developing a trade corridor?
- How will the Port Freeport and the communities along the SH 36A Corridor benefit?
- Can the private sector play a role in developing the corridor, and can the freight railroads become a partner in the process?
- How can Port Freeport support the ongoing development of Port of Houston in serving the Greater Houston market?
- What are the sources of public and private funding (revenue, loans, grants, bonds, letters of credit, etc.) that can be obtained to support and develop the project?

Study Approach

The purpose of the feasibility study is to access at an increased level of detail the market opportunities, physical facility needs, financial and economic returns, business arrangements and implementation timeline for developing the SH 36A Corridor as a trade corridor for Port Freeport between Port Freeport and Rosenberg.

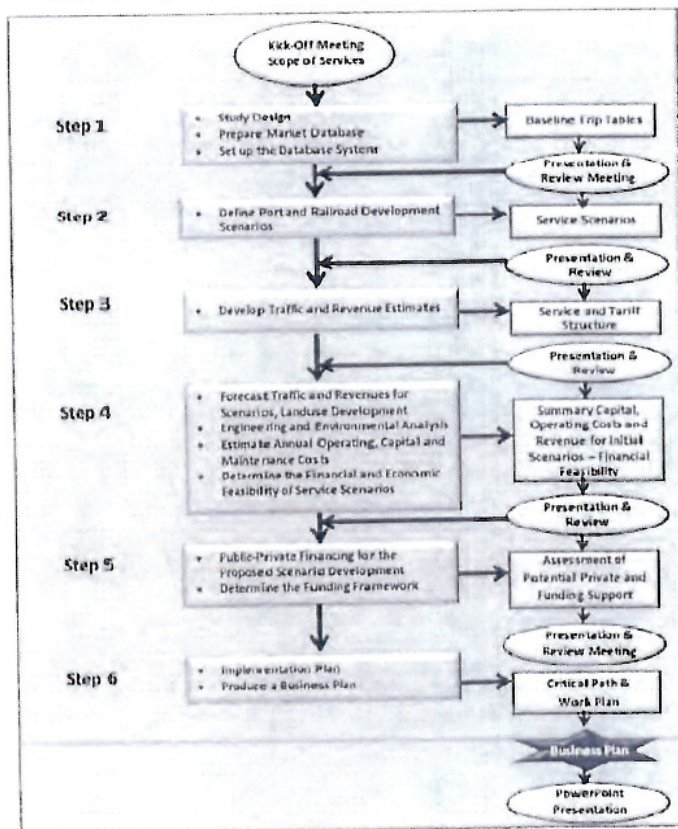
In carrying out an Initial concept study, TEMS has already shown there is a prima facie case for the investment. However, the concept study was based on an analysis using existing data and models including the Panama Canal Route Choice model and the National Ports model. Both models need updating to 2014 to reflect the post 2008 recession economy and the latest changes in the development of the Panama Canal and US Ports.

In addition, the concept study made a number of assumptions about the institutional structures that would be adopted by the Ports and Railroads. In the feasibility phase these assumptions need to be evaluated and as appropriate adjustments made to accommodate the findings of direct discussions with the key stakeholders.

Finally, the upgraded market analysis and institutional assumptions will be used to develop a more detailed implementation plan, financial and funding plan, and economic cost benefit and impact plan. The financial and funding plan will develop the cash flows for the project, and the timing and sources of funds needed to complete the project. The economic analysis will show the benefits to the City of Houston of diverting the container and freight traffic around the city rather than going through the city as it does today. The analysis will produce both the Cost Benefit Analysis required by TXDOT and USDOT, as well as the economic impact for the city of Houston and the SH 36A corridor associated with job creation, increased income, property development, and tax base enhancement. This can be used to develop community outreach in communities along the corridor and at local and state level, to explain the costs and benefits of developing the corridor.

In undertaking this analysis TEMS will use its six steps Business Planning process. The process is shown in Exhibit 1. For this Feasibility Study TEMS will refine the more aggregate level of analysis that was used for the concept study. This will include updating the trade and traffic data that derives the forecasts, working to resolve institutional issues and ensuring the practicality of the proposed implementation process.

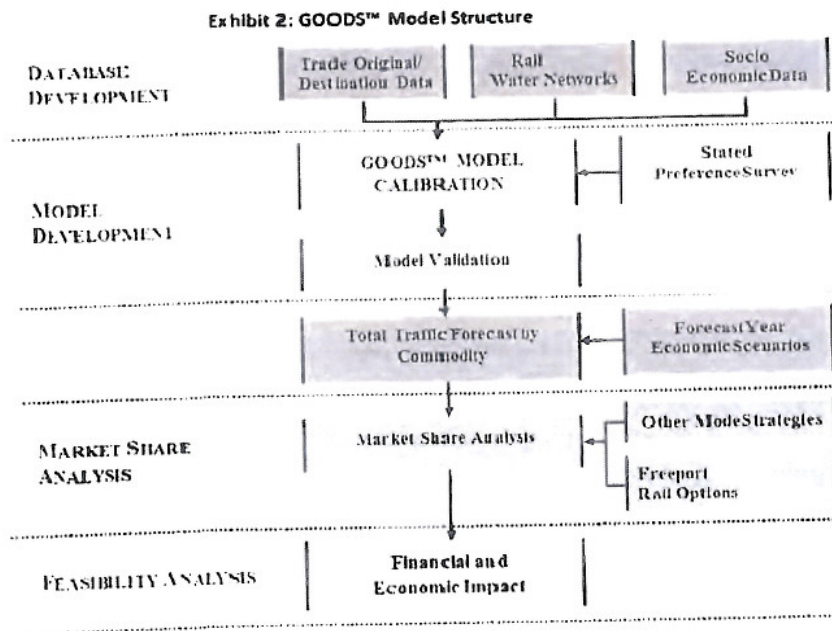
Exhibit 1: Steps toward the Development of the Business Plan



Step 1 – Market Assessment

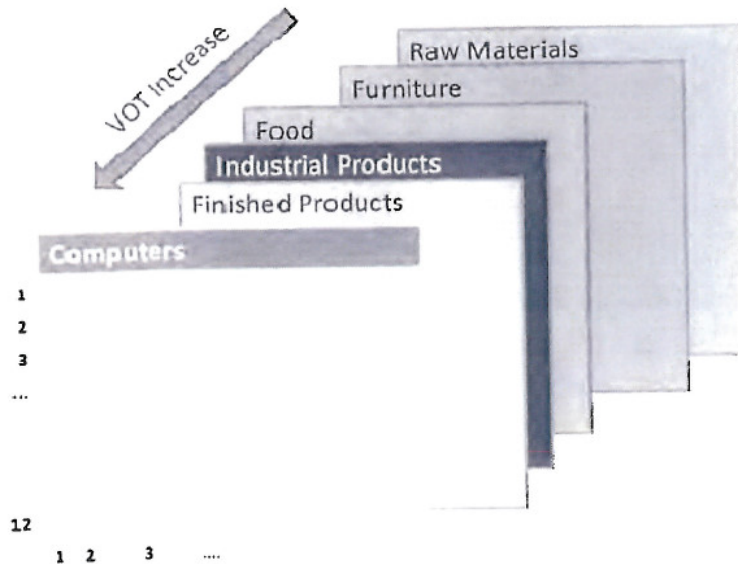
In the Feasibility level of analysis TEMS will update the market data developed by TEMS for the Panama Canal, Gulf Coast Port Study, West Coast Port Study, and National Ports Model. The data will be brought to a 2015 basis in order to identify the market potential for the Port Freeport and SH 36A Development Corridor. This will be done using the TEMS GOODS™ multimodal freight model. The new database of socioeconomic data, marine markets, vessel economics, inland markets and competitive inland transport networks will be updated using the latest Port statistics, updated inland transportation data, and changes in mode competition due to oil prices, congestion and fuel efficiency.

The feasibility study will use the TEMS GOODS™ model framework (Exhibit 2), which is designed to analyze freight traffic flows at an International, Regional and Local level.



As can be seen in Exhibit 2, the database includes not just O/D data, transport mode networks and socioeconomic data, but in addition stated preference data on shipper choices. This data is critical in deciding how shippers select routes, modes, and carriers. The current data was developed in 2006 for the Panama Canal and USDOT inland shipping studies. This will be reviewed and updated to provide insight into six types of container traffic – Raw Materials, Furniture, Food, Industrial Products, Finished Products, Electronics/Computers. Each type of container traffic will be modeled separately as each type of traffic has a different shipper response. See Exhibit 3.

Exhibit 3: Containerized Commodity Disaggregation



The GOODS™ model allocates traffic to modes using a metric that reflects shipper and carrier behavior in the face of different mode and service options. A critical factor in the metric is Values of Time that are different by different commodities value added content (i.e., highest for electronics lowest for raw lowest materials). It provides a mechanism for estimating market share traffic volumes and revenue potential for each element of the traffic movement. Values of Time will be updated to 2015 values.

Forecasts will be prepared using both the economic growth forecasts and changes in transport infrastructure in the Port Freeport and the other Gulf Ports, and the market shares of the Gulf versus both West and East coast ports.

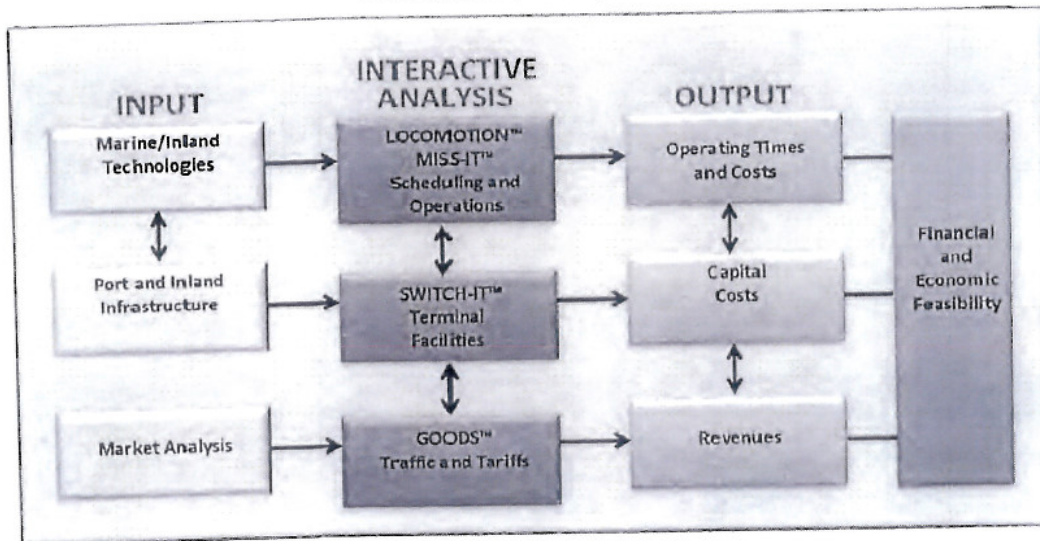
The market analysis will be used to identify rail traffic from the Port Freeport along the SH36A corridor for horizon years 2020, 2030, 2040, and 2050. The traffic analysis will be summarized in terms of short, medium and long term opportunities.

Step 2 – Service Scenario Definition

In the second step, the Business Plan will seek to define in more detail than in the concept study the most appropriate form of port, rail, and highway infrastructure and development strategies that might be developed for the Port Freeport and the SH36A corridor. Using specific market data on the potential market pairs, service needs, and the potential types of water, truck and rail operations in terms of performance and cost, an Interactive Analysis will be completed that assesses the relationship between market volumes, water, rail and truck service development options for the Port Freeport and Inland distribution networks. A key factor in this analysis will be the level of institutional cooperation that can be achieved between the ports of Houston and Freeport, and between the freight railroads. Specific discussions will be held with the freight railroads to identify mutually satisfactory solutions in the development of the corridor. From the evaluation of these options the analysis will identify the most effective traffic potential, intermodal interface needs, port to port services, and potential schedules and tariffs.

Exhibit 4 shows the Interactive Analysis process. It can be seen that data on the marine and inland transport distribution systems and on the market is required to identify the character of the transport operations that can be provided in the SH 36A Development Corridor. The analysis uses three TEMS' programs: LOCOMOTION™, SWITCH-IT™ and GOODS™ to evaluate the Trade-offs between alternatives.

Exhibit 4: Interactive Analysis Process



Port and Infrastructure needs to service the SH 36A Corridor will be identified and their operating and capital costs estimated in 2015 dollars. The cost estimates generated in the concept study will be subject to detailed review in terms of both their engineering requirements, as well as potential environmental issues. An environmental scan will be completed to ensure that environmental issues can be mitigated and that no "fatal flaws" exist in the development of the corridor.

The Engineering feasibility for the study will build on the earlier concept study analysis and will create a representative alignment, between Port Freeport and Rosenberg, solely for the purpose of assessing the feasibility of the project. Civil, structural and operational engineering requirements for construction of the project, and likely related infrastructure costs, will be developed for the representative alignment. Roadway network improvements necessary due to the project will also be analyzed. The overall analysis will include consideration of whether the project can be executed and operated safely, rail geometry issues, and the environmental feasibility of the project with a view towards the ability to secure the required licenses, approvals and permits in a timely and cost effective way.

Furthermore, the timing of infrastructure needs will be assessed to ensure that it is timed to relate to changing traffic conditions, which could well occur in the next five to ten years due to the Panama Canal and increasing congestion in the Houston region. The impact of the proposed improvements in Port Freeport services and SH 36A Corridor for truck and rail will then be compared to other major Gulf ports and used in estimating the potential market that the Port can capture.

Development of a new rail line in the SH36A corridor as part of the national rail network will fall under the jurisdiction of the United States Surface Transportation Board (STB). Under the National Environmental

Policy Act (NEPA), the STB must take into account the environmental impacts of its actions, including direct, indirect and cumulative impacts. The STB's environmental rules are specified in 49 CFR 1105. These rules implement various environmental statutes that include NEPA and the National Historic Preservation Act. STB requirements for environmental documentation and historic reports as detailed in the following link: http://www.stb.dot.gov/stb/environment/rules_guide.html.

As a feasibility-level assessment, the current study must complete an Environmental Scan that will anticipate and identify potential environmental issues. The environmental scan will include a preliminary consideration of at least the following areas:

- o Natural/Biological Resources
- o Water Resources/Wetlands
- o Land Use
- o Geology and Soils
- o Recreation
- o Noise and Vibration
- o Cultural/Paleontological Resources
- o Environmental Justice

An environmental constraints map will be created for the project area that identifies the major environmental areas of concern. This constraints map will be created using publicly available data and the study team's knowledge of the project area. The representative alignment will be laid out such that it does not have any fatal flaws due to environmental impacts. Lesser impacts due to the representative alignment will be used as the basis for the mitigation costs associated with the project.

The Feasibility Study will not include public outreach other than with key Project stakeholders, but the feasibility study should reasonably anticipate likely community concerns.

Finally, the analysis will define the most effective way to develop both water services and inland distribution services, by assessing their performance in both financial and economic terms. Specifically, an analysis will be made of different water services to and between Houston and Freeport, and specifically the role of Freeport "Topping off" container ships and/or COB services. It should be noted that Port Freeport largely serves a different market to that of Port of Houston. Port Freeport will serve Mid America, whereas the Port of Houston is largely serving its own metro area. Meetings will be held with the Port of Houston to identify the opportunities for collaboration and how the Port of Houston would respond to different options. From the evaluation of options the most effective development plan for the Port Freeport and the SH 36A corridor will be derived. In developing the service plan, the analysis will also recognize and consider existing and potential institutional, fiscal, and policy issues that are fundamental to the success of the project.

A key element of the feasibility assessment will be that the study teams work closely with important stakeholders such as the shippers to ensure they are comfortable with the basic concepts, market forecasts, and Port Freeport service proposals. It is important to achieve "buy-in" from the freight shippers, railroads and carriers, and to identify their needs in meeting the Port Freeport proposals. This includes competitive rail service to and from the port, the character of water services from and to the ports of Houston and Freeport, and the line and yard capacity issues for rail. The rail capacity issues will be identified using the MISS-IT™ and SWITCH-IT™ models. As required, rail infrastructure capacity needs and potential funding will be addressed. The service plan as finally developed will include contingencies to manage issues affecting its implementation.

Step 3 – Traffic and Revenue Assessment

A traffic and revenue yield assessment will be completed to optimize the tariff systems for the final service plan. For each level of service, the market data and the service plan will be used to derive revenue estimates that reflect the supply and demand conditions that will exist. By providing an analysis of tariffs to the SH 36A corridor in relation to the supply and demand conditions (i.e., the affordability of the tariff to the freight railroads), a final set of traffic volumes and revenues can be derived. These tariffs, when applied to the market, will optimize revenues and provide the key input to the financial model used to assess the potential of the SH36A Corridor. The proposed tariffs will be discussed with the freight railroads to identify the value they place on the improvements offered by the SH 36A corridor.

Step 4 – Implementation Plan Analysis

In the fourth step, the market analysis, service plan and tariff structures developed in Steps 1 through 3 will be used to define the specific infrastructure, land uses, and development proposals for the SH 36A Development Corridor. The analysis will identify these critical inputs/costs –

- Port infrastructure,
- Rail infrastructure,
- Highway infrastructure,
- Inland port potential,
- Terminal facilities,
- Bulk and car load rail traffic,
- Maintenance facilities,
- Interface access systems for truck and rail traffic,

A financial and economic evaluation process will assess financial return and economic benefits. The financial analysis will assess both container and car load traffic and provide an assessment of needed facilities. These assessments will include net present value, internal rate of return, payback period, debt coverage and financial risk. A quantitative risk analysis will identify key elements that could impact the financial return on the project. As the process develops, specific requirements will be developed for the Port Freeport and the SH 36A corridor and the revenue process will be examined to maximize the financial and economic success of the project.

In the economic analysis an evaluation will be made in the Cost Benefit returns of the project to the public, ports, and freight railroads. This will be supplemented by a RENTS™ analysis of the jobs, income, property values, and tax base enhancement that would result from the project.

At the end of Step 4, the preliminary Implementation Plan will be developed, defining the milestones and components for implementing the SH36A Development Corridor.

Step 5 – Financing and Funding Plan

In Step 5, the aim will be to develop a full financing framework and funding plan for the project will be defined to include potential public-private partnerships, franchise potentials and others. The role of funding sources in terms of both the public and private sector will be assessed and a variety of creative financing and funding programs will be considered. Specific consideration will be given to the appropriate institutional structures for the operation and the needs of stakeholders. As required, specific cost sharing arrangements will be developed between federal, state, ports, shippers and the freight railroads. As appropriate, cost-sharing arrangements will be thoroughly defined and various cost allocation, procedures proposed.

During this step, institutional arrangements agreements will be discussed, developed, and delivered to the partners for their acceptance. A Risk Analysis will identify key factors and issues associated with the different strategic options.

Step 6 – Business Plan

In Step 6, a Feasibility Business Plan will be finalized that will bring together the various sub-plans and agreements that have been developed as part of Steps 1 through 5. The Feasibility Business Plan will include—

- Market Analysis
- Operating and Service Plans
- Capital and Operating Costs
- Environmental Requirements
- Land use Requirements
- Financial Plan
- Funding Plan
- Implementation plan

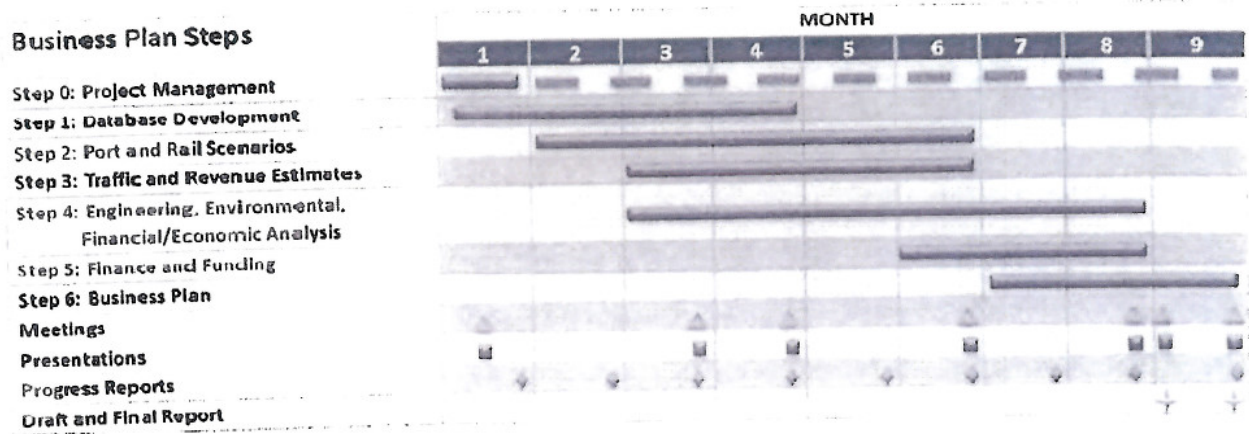
The Business Plan will guide and support the key stakeholders throughout the implementation and financing activities of the incremental rail project. Capital needs, operating costs and potential revenues will be identified. This plan will set out a development plan and investment program to support as necessary the provisions of updated Port Freeport Infrastructure, SH 36A Development Corridor, rail and highway infrastructure, a full multimodal “Inland Port” facility to facilitate traffic movement by truck, rail and water out of and into the Port Freeport hinterland. This development will require full financial and economic justification and an understanding of the contribution the facility can make to the Texas economy in terms of jobs, income and transfer payments like tax base expansion and additional rents and fees.

Resources

Time Line: The work will take nine months to complete, and will involve seven meetings and presentations as shown in Exhibit 5 to the 36A counties and the Port Freeport, as the study proceeds.

Study Cost: The study will cost \$600,000 to complete including out of pocket travel costs. Out of pocket travel costs will be billed as a direct expense.

Exhibit 5: Work Plan for SH 36A Development Corridor Business Case and Feasibility Study



STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
SH 36A DEVELOPMENT CORRIDOR BUSINESS PLAN**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for SH 36A Development Corridor Plan on July 22, 2014, (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and


WHEREAS, the parties desire to increase the Maximum Compensation to include additional travel required to perform Services under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall make an additional eight thousand dollars and no/100 (\$8,000.00) available for additional travel and expenses.
2. The total Maximum Compensation under the Agreement and this Amendment shall be increased to an amount not to exceed sixty-three thousand dollars and no/100 (\$63,000.00), including travel and expenses. In no case shall the amount paid by County exceed the Maximum Compensation without an amendment.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


Robert F. Hebert, County Judge
10-28-2014

ATTEST:


County Clerk

TRANSPORTATION ECONOMICS &
MANAGEMENT SYSTEMS, INC.


Authorized Agent- Signature

ALEXANDER K. METCALF
Authorized Agent- Printed Name

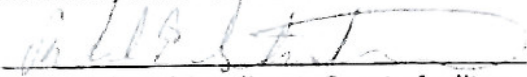
PRESIDENT
Title

10/10/2014
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 63,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR SH36A DEVELOPMENT CORRIDOR BUSINESS PLAN

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Transportation Economics & Management Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain services related to the SH36A development corridor (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

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COUNTY OF FORT BEND

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. Out of town travel expenses associated with the Agreement shall be reimbursed at cost upon proper submission of expense records to County, subject to the terms and conditions of the County Travel Reimbursement Requirements for Fort Bend County Employees. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A including reimbursable expenses is fifty-five thousand dollars and no/100 (\$55,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the first three (3) steps identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices in a form acceptable to County in an amount not to exceed twenty-five thousand dollars and no/100 (\$25,000) for services performed. Upon completion of steps 4, 5, and 6 identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices in a form acceptable to County for the remaining balance for services performed, subject to Section 3.1. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty-five thousand dollars and no/100 (\$55,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed fifty-five thousand dollars and no/100 (\$55,000).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than twelve (12) weeks thereafter.

Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 Commercial general liability insurance 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 policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties

or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing

work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Commissioner Precinct 1 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Transportation Economics & Management Systems, Inc. 116 Record Street Frederick, Maryland 21701

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21 day of February, 2014.

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge
7-22-2014

TRANSPORTATION ECONOMICS &
MANAGEMENT SYSTEMS, INC.

H. K. McKeel
Authorized Agent- Signature

Authorizing Agent
Authorized Agent- Printed Name

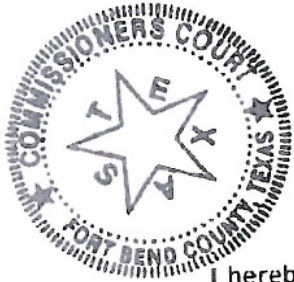
President
Title

2 July 2014
Date

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 250,000 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

EXHIBIT A

SH36A Development Corridor Business Plan: Scope of Work

Introduction

The purpose of this concept study is to evaluate the potential for developing a Freeport/SH36A Development Corridor as a major rail trade corridor serving the rail yards, intermodal centers, and retail distribution centers of central, northern and west Texas. The corridor will provide a bypass and reliever to the ports of Galveston and Houston, which are being "choked off" by bottlenecks and congestion. It will provide a fast and effective means for serving markets to the north and west of Houston while expanding the opportunities for the Port Freeport to develop as a competitive "port of entre" to serve the rapidly expanding regional distribution centers now being established by "Big Box" retailers, and intermodal yard facilities of major freight railroads.

The 36A Coalition are advocating for a study to assess the feasibility of a corridor from Freeport to SH6 north of Hempstead where it can connect to Interstate 35 and 45, and avoid the bottlenecks of Houston. It would like to consider as part of this corridor the potential for rail investment that would serve the inland markets from the Port Freeport while avoiding Houston's congested rail routes.

TEMS has been asked to prepare a Scope of Work that will provide a Concept Level Analysis and Business Plan that will answer the following questions –

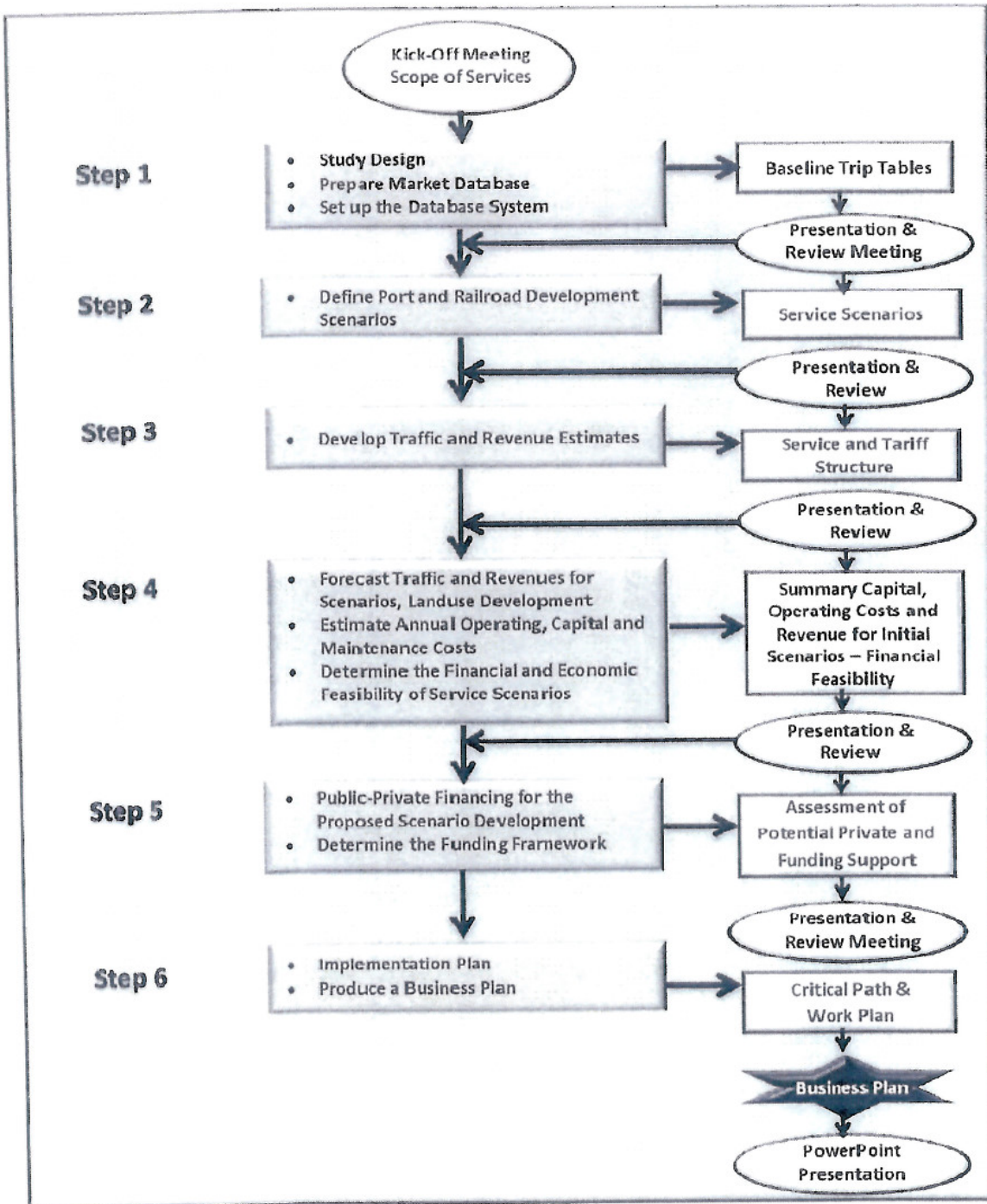
- Is there a business case for investing in rail along the SH36A Corridor and developing a trade corridor?
- How will Port Freeport and the communities along the SH36A Corridor benefit?
- Can the private sector play a role in developing the corridor, and can the freight railroads become a partner in the process?
- What are the sources of public and private funding (revenue, loans, grants, bonds, letters of credit, etc.) that can be obtained to support and develop the project?

Study Approach

The purpose of the concept study is to assess the market opportunities, physical facility needs, financial and economic returns, business arrangements and implementation timeline for developing rail service along the SH36A Corridor to and from Port Freeport.

In undertaking this analysis TEMS will use its six steps Business Planning process. The process is shown in Exhibit 1. For concept studies TEMS will use a more aggregate level of analysis that can be refined to a more detailed analysis as work proceeds from Concept to Feasibility to Investment Grade. At the Investment Grade Level the work will reflect the ± 20 percent error level agreed with Wall Street and necessary for both general and revenue bonds.

Exhibit 1: Steps toward the Development of the Business Plan



Step 1 – Market Assessment

Using the market data developed by TEMS for the Panama Canal, Gulf Coast Port Study, West Coast Port Study, and National Ports Model develop a market analysis for the Port Freeport and SH36A Development Corridor using the TEMS GOODS™ multimodal freight model. The existing database of socioeconomic data, marine markets, and competitive inland transport networks will be updated using the latest Port statistics, updated inland transportation data, and changes in mode competition due to oil prices, congestion and fuel efficiency.

Medium and Long Term forecasts will be prepared using both the economic growth forecasts and changes in transport infrastructure in the Port Freeport and the other Gulf Ports, and the market shares of the Gulf versus both West and East coast ports.

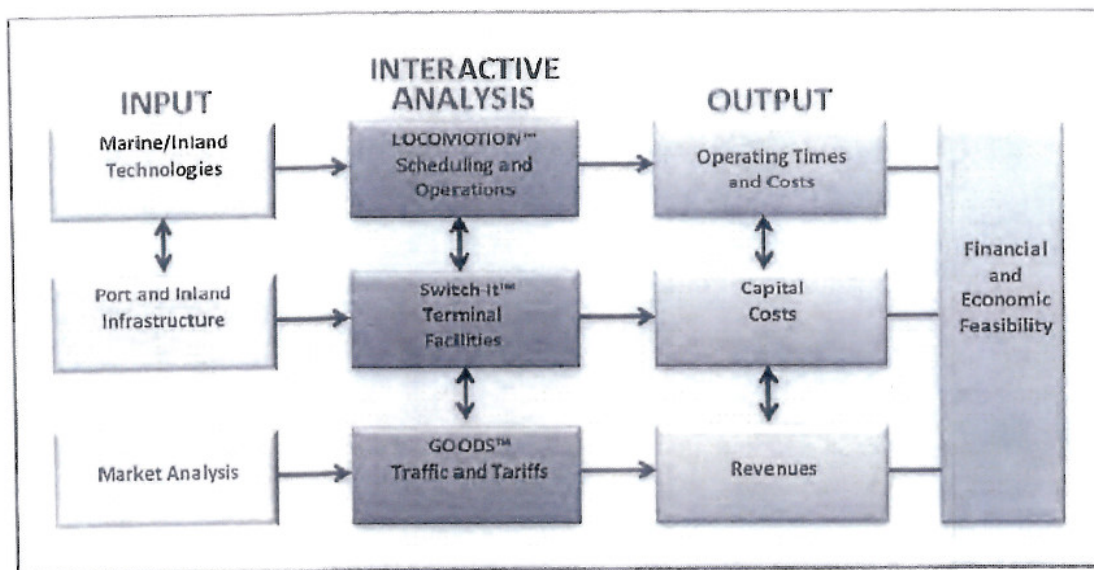
The market analysis will be used to identify rail traffic from the Port Freeport along the SH36A corridor for horizon years 2020, 2030, 2040, and 2050. The traffic analysis will be summarized in terms of short, medium and long term opportunities.

Step 2 – Service Scenario Definition

In the second step, the Business Plan will seek to define the most appropriate form of port, and rail infrastructure and development strategies that might be developed for the Port Freeport and the SH36A corridor. Using specific market data on the potential market pairs, service needs, and the potential types of water and rail operations in terms of performance and cost, an Interactive Analysis will be completed that assesses the relationship between market volumes, and service development options for the Port Freeport and Inland distribution networks. From the evaluation of these options the analysis will identify the rail traffic potential, intermodal interface needs, port to port services, and potential schedules and tariffs.

Exhibit 2 shows the Interactive Analysis process. It can be seen that data on the marine and inland transport distribution systems and on the market is required to identify the character of the transport operations that can be provided in the Freeport/SH36A Development Corridor.

Exhibit 2: Interactive Analysis Process



Port and rail infrastructure needs to service the Port Freeport and the SH36A Corridor will be identified and their operating and capital costs estimated. This included the ability to support on-dock, near dock, and conventional rail intermodal services. Furthermore, the timing of rail infrastructure needs will be assessed to ensure that it is timed to relate to changing traffic conditions, which could well occur in the next five to ten years due to the Panama Canal and increasing congestion in the Houston region. The impact of the proposed improvements in Port Freeport services and SH36A Corridor for rail will then be compared to other major Gulf ports and used in estimating the potential market that the Port can capture.

The GOODS™ model allocates traffic to modes using a metric that reflects shipper and carrier behavior in the face of different mode and service options. It provides a mechanism for estimating market share traffic volumes and revenue potential for each element of the traffic movement.

Finally, the analysis will define the most effective way to develop both water services and inland distribution services, by assessing their performance in both financial and economic terms. From the evaluation of options the most effective rail and inland port development plan for Port Freeport and the SH36A corridor will be derived. In developing the service plan, the analysis will also recognize and consider existing and potential institutional, fiscal, and policy issues that are fundamental to the success of the project.

A key element of this assessment will be that the study teams work closely with important stakeholders such as the shippers to ensure they are comfortable with the basic concepts, market forecasts, and Port Freeport service proposals. It is important to achieve “buy-in” from the freight shippers, railroads and carriers, and to identify their needs in meeting the Port Freeport proposals. This includes both line and yard capacity issues for rail, which will be identified using the MISS-IT™ and Switch-It™ models. As required, capacity needs and potential funding will be addressed. The service plan as finally developed will include contingencies to manage issues affecting its implementation.

Step 3 – Traffic and Revenue Assessment

A traffic and revenue yield assessment will be completed to optimize the rail tariff systems for the final service plan. For each level of service, the market data and the service plan will be used to derive revenue estimates that reflect the supply and demand conditions that will exist. By providing an analysis of tariffs in relation to the supply and demand conditions, a final set of traffic volumes and revenues can be derived. These tariffs, when applied to the market, will optimize revenues and provide the key input to the financial model used to assess the potential of the Port Freeport, and SH36A Corridor.

Step 4 – Implementation Plan Analysis

In the fourth step, the market analysis, service plan and tariff structures developed in Steps 1 through 3 will be used to define the specific infrastructure, land uses, and development proposals for the Freeport/SH36A Development Corridor. The analysis will identify these critical inputs/costs –

- Rail infrastructure,
- Port infrastructure,
- Inland port potential,
- Terminal facilities, parking and access,
- Bulk and car load rail yard traffic,
- Maintenance facilities,
- Interface access systems for truck and rail traffic,

A financial and economic evaluation process will assess financial return and economic benefits. These assessments will include net present value, internal rate of return, payback period, debt coverage and financial risk. As the process develops, specific recommendations will be developed for the Port Freeport and the SH36A Corridor and the revenue process will be examined to maximize the financial and economic success of the project.

At the end of Step 4, the preliminary Implementation Plan will be developed, defining the milestones and components for implementing the Freeport/SH36A Development Corridor.

Step 5 – Financing and Funding Plan

In Step 5, the potential financing framework and funding plan for the rail project will be defined to include potential public-private partnerships, franchise potentials and others. The role of funding sources in terms of both the public and private sector will be assessed and a variety of creative financing and funding programs will be considered. Specific consideration will be given to the appropriate institutional structures for the operation and the needs of stakeholders. As required, specific cost sharing arrangements will be developed between federal, state, ports, shippers and the freight railroads. As appropriate, cost-sharing arrangements will be thoroughly defined and various cost allocation, procedures proposed.

During this step, institutional arrangements agreements will be discussed, developed, and delivered to the partners for their acceptance. A preliminary Risk Analysis will identify key factors and issues associated with the different strategic options.

Step 6 – Business Plan

In Step 6, a preliminary Business Plan will be finalized that will bring together the various sub-plans and agreements that have been developed as part of Steps 1 through 5. The preliminary Business Plan will include –

- Market Analysis
- Operating and Service Plans
- Land use Requirements
- Preliminary Financial Plan
- Preliminary Funding Plan
- Preliminary Implementation plan
- Preliminary Business plan

The Business Plan will guide and support the key stakeholders throughout the implementation and financing activities of the incremental rail project. Capital needs, operating costs and potential revenues will be identified.

Business Plan – This plan will set out a development plan and investment program to support as necessary the development of a rail corridor and operation to support the updated Port Freeport infrastructure, and a full multimodal “Inland Port” facility to facilitate traffic movement by rail, truck and water out of and into the Port Freeport hinterland. This development will require full financial and economic justification and an understanding of the contribution the rail facility can make to the Texas economy in terms of jobs, income and transfer payments like tax base expansion and additional rents and fees.

Resources

Time Line: The work will take twelve weeks to complete, and will involve three meetings and presentations to the 36A counties and the Port Freeport, as the study proceeds.

Study Cost: The study will cost \$50,000 to complete plus out of pocket travel costs. Out of pocket travel costs will be billed as a direct expense.

EXHIBIT B
to Fourth Amendment LLL -



Transportation Economics & Management Systems, Inc.

November 24, 2015

Mr. Michael Gutierrez
Executive Assistant
FBC Commissioner Pct. #1
Fort Bend County
1517 Eugene Heimann Circle – Suite 3
Richmond, TX 77469

Re: Agreement for SH 36A Development – Amendment No '4

Dear Mr. Gutierrez:

With reference to the current agreement for the SH 36A Development, which is scheduled to expire November 30, 2015, I am writing to request that the term of the agreement be extended for a period of four (4) months until March 31, 2016 and that any monies remaining in the contract be used to cover labor costs and direct expenses for Dr. Alexander Metcalf to travel and make presentations on behalf of the project.

Please do not hesitate to contact me or Dr. Metcalf if you have any questions or need further information. Thank you for your time and consideration.

Sincerely yours,

Transportation Economics & Management Systems, Inc.

Celia M. Pew
Chief Executive Officer

EXHIBIT C
to Fourth
Amendment



Fort Bend County
Travel Policy Summary
Effective August 1, 2015
Summary Revised 09.21.15

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

Hotels – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

Airfare- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

Rental Cars- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

Meals Per Diem –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

Mileage Reimbursements – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Big Spring	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Cornus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Plano	Collin	114	114	114	114	114	114	114	114	114	114	114	114
Round Rock	Williamson	96	96	96	96	96	96	96	96	96	96	96	96
San Angelo	Tom Green	136	136	136	136	136	136	136	136	136	136	136	136
San Antonio	Bexar	120	120	120	120	120	120	120	120	120	120	120	120
South Padre Island	Cameron	89	89	89	89	89	89	89	89	117	117	117	89
Waco	McLennan	93	93	93	93	93	93	93	93	93	93	93	93