

MASTER SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on March 23, 2016 (the "Effective Date") by and between Fort Bend County Toll Road Authority, a local government corporation (the "Authority"), and CDM Smith Inc. (the "Contractor").

RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage a professional service provider for the services described herein; and

WHEREAS, Authority and Contractor (collectively, the "Parties") have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

I. SERVICES

Section 1.01. Services. Contractor shall perform certain studies (the "Services") for the Authority from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a separate written proposal or service order ("Job Order"), counter signed by the Authority or its designee, which shall include the service to be performed, the location and the fees. All fees described in the Job Order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

Section 1.02. Job Order. Notwithstanding the foregoing section, the Board delegates authority to approve a Job Order to the Authority's manager to the extent the work or services contemplated under the Job Order is under \$10,000. Any Job Orders approved by the Authority's manager shall be submitted to the Authority for review and inspection.

II. COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority) for work performed pursuant to any Job Order to the entity approving the Job Order. If a Job Order is approved by the Authority, such invoices shall be sent to the Authority's bookkeeper and Authority's manager:

Authority's Bookkeeper
Ms. Pamela Logsdon
AVANTA Services
5635 NW Central Drive, Suite 104E
Houston, Texas 77092
Phone 713-934-9107
pmlogsdon@avantaserv.com

Authority's Manager
Mr. Richard Stolleis
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Phone 281-633-7506
richard.stolleis@fortbendcountytexas.gov

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority, with proof, satisfactory to the Authority, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner as is prudent considering to ordinary professional skill and care of a competent professional. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill ordinarily provided by competent persons in the same or similar profession would use.

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
 - a. Each occurrence – \$1,000,000

- b. General aggregate - \$2,000,000
- c. Products-Completed Operations Aggregate - \$2,000,000
- d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE INDEMNITOR OR THE INDEMNITOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL (WHETHER ACTIVE, PASSIVE, OR GROSS) OR OMISSIONS RELATED TO OR ARISING FROM

THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY BUT ONLY TO THE EXTENT OF THE CONTRACTORS FAULT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any Job Order, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Prior to execution of the Agreement by the Authority, the Contractor will be required to submit a Texas Ethic Commission Form 1295. Please see https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for details related to this disclosure.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.18. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices to the Authority may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

Fort Bend County Toll Road Authority
c/o The Muller Law Group, PLLC
16555 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attn: Richard L. Muller, Jr.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.


[EXECUTION PAGE FOLLOWS]

FORT BEND COUNTY TOLL ROAD
AUTHORITY



Chairman, Board of Directors

ATTEST

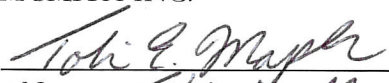


Asst. Secretary, Board of Directors

(SEAL)



CDM SMITH INC.

By: 

Print Name: Tobin E. Maples
Title: Principal

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.
 CDM Smith, Inc.
 Austin, TX United States

Certificate Number:
 2016-19250

Date Filed:
 02/29/2016

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 Toll Road Authority

Date Acknowledged:
 3/1/16

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.
 02112016
 Fort Bend Parkway Proposed Extension (Segments B-2 and C-1) from Sienna Parkway to FM 2759 (Sketch Level) T&R Study 2016

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hickox, Stephen	Boston, MA United States	X	
	Desmaris, Thierry	Boston, MA United States	X	
	Hughes, Colleen	Boston, MA United States	X	
	O'Brien, William	Boston, MA United States	X	
	Shea, Paul	Boston, MA United States	X	
	Stevenson, Howard	Boston, MA United States	X	
	Tunncliffe, Peter	Boston, MA United States	X	
	VanAntwerp, Robert	Boston, MA United States	X	
	Wall, Timothy	Boston, MA United States	X	
	Walters, Gae	Boston, MA United States	X	

JOB ORDER/WORK AUTHORIZATION

DATE: March 23, 2016
OWNER: Fort Bend County Toll Road Authority (the "Authority")
CONTRACTOR: CDM Smith, Inc.
PROJECT: Sketch Level Traffic and Revenue (T&R) Study
JOB AMOUNT: \$97,500
MASTER SERVICE AGREEMENT DATE: March 23, 2016 (the "Master Service Agreement")

The Contractor agrees to perform the services described on **Exhibit A** attached to this Job Order. The Authority agrees to pay the Contractor the amount (or in accordance with the fee schedule) shown on the attached **Exhibit A**. All services and payments shall be in accordance with the terms of the Master Service Agreement.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: 

Chairman, Board of Directors

CDM SMITH, INC.

By: 

Printed Name: Tobin E Mapp

Title: Principal

Exhibit A
Fort Bend Parkway Proposed Extension (Segments B-2 and C-1) from Sienna Parkway to FM 2759
(Sketch Level) T&R Study 2016

This Work Authorization is for the Sketch Level Traffic and Revenue (T&R) Study for the proposed extension of Fort Bend Parkway from Sienna Parkway to FM 2759. CDM Smith will utilize the models and analysis conducted as part of our recent FBCTRA Systemwide Comprehensive (Level 3) T&R study. This sketch-level study will be used to estimate the revenue potential of the proposed Fort Bend Parkway Extension. This sketch level analysis for this study will not be suitable to support project financing.

PROJECT DESCRIPTION

The proposed Fort Bend Parkway Extension begins at the current terminus of the Fort Bend Parkway at Sienna Parkway (Segment B-2), and would extend west across the Brazos River to a connection with FM 2759 (Segment C-1). It is assumed that all pertinent roadway schematics and plans showing the exact ramp locations, proposed access points and intersections along the proposed extension will be provided to CDM Smith by FBCTRA or its consultants. Project activities, on behalf of the FBCTRA, will be coordinated by the County Engineer.

STUDY OBJECTIVE AND SCOPE OF SERVICES

The objective of the study is to develop long-range revenue forecasts for the proposed Fort Bend Parkway Extension to FM 2759. The study work program would be comprised of four tasks:

- Task 1: Mobilization, Data Collection and Data Analysis
- Task 2: Model Refinement
- Task 3: Traffic and Revenue Analysis
- Task 4: Documentation and Meetings

A brief description of work elements and deliverables associated with each task is provided below.

TASK 1: MOBILIZATION, DATA COLLECTION AND DATA ANALYSIS

Shortly following receipt of notice-to-proceed, the study would be initiated with a conference call with representatives of FBCTRA. As part of this task, all available data from FBCTRA, consultants and applicable local agencies will be collected and reviewed. Various assumptions regarding the study and particularly the geometric layout and tolling configuration of the proposed Fort Bend Parkway Extension will be discussed and confirmed with you and your team. Additional traffic counts, particularly along roadways in the Fort Bend Parkway Extension corridor may be needed to supplement existing traffic count data. Traffic counts will be subcontracted out to a traffic counting firm. In addition to traffic counts, travel time data will be obtained by purchasing or collecting additional data.

TASK 2: MODEL REFINEMENT

CDM Smith will utilize the latest travel demand models from the recent FBCTRA Systemwide Comprehensive Traffic and Revenue Study and available trip tables for base and future years. The travel demand models will be calibrated to existing traffic on Fort Bend Parkway and other roadways in the vicinity of the Fort Bend Parkway Extension. To reflect the latest regional transportation improvement plans, base and future year networks will need to be reviewed in the areas immediately adjacent to the proposed extension. FM 2759 and possibly FM 762 improvements by TxDOT are proposed to be open to traffic at the same time that the Fort Bend Parkway Extension is completed. This task will provide the constrained and unconstrained model traffic volumes for two

model years on FM 2759 and FM 762. These projected traffic volumes will be used by Fort Bend County to develop and advance a request to TxDOT to accomplish coordinated widening of FM 2759 and FM 762 as needed to improve traffic flow to Fort Bend Parkway.

TASK 3: TRAFFIC AND REVENUE ANALYSIS

The latest travel demand models refined by CDM Smith in Task 2 will be used to develop the long-range traffic and revenue forecasts in the Fort Bend Parkway corridor and model impacts due to the Fort Bend Parkway Extension. A series of future traffic assignments would be made to the existing system for future years 2020, 2025, 2030 and 2040.

Annual revenue estimates would be prepared and summarized for two (2) scenarios:

1. Segment B-2 of the extension from Sienna Ranch Road to Sienna Parkway is assumed to be tolled. Additionally, Segment C-1 to FM 2759, including the river crossing, is assumed to be constructed as a tolled facility.
2. Segment B-2 of the extension from north of the Brazos River to Sienna Parkway is assumed to be tolled, while the Brazos river crossing and Segment C-1 from Sienna Ranch Road to FM 2759 is assumed to be non-tolled.

Traffic and revenue estimates for the proposed extension would be based both on revenue estimates for the new toll locations on the extension itself, as well as the impacts at other existing tolling locations along Fort Bend Parkway. Revenues estimates will include the same parameters previously agreed as part of the FBCTRA Systemwide Comprehensive (Level 3) T&R study for leakage and other relative parameters. The deliverable from Task 3 would be a 40-year sketch level forecast of annual transactions and toll revenue for the existing Fort Bend Parkway and the Fort Bend Parkway Extension. This scope does not include financial feasibility analysis of the extension.

TASK 4: DOCUMENTATION AND MEETINGS

A technical memorandum documenting key assumptions and the traffic and revenue projections would be submitted electronically. This scope includes two (2) on-site meetings including at least one meeting to present results of the sketch level T&R analysis and four (4) conference calls to discuss progress, confirm additional assumptions and obtain clarification on items.

STUDY SCHEDULE

CDM Smith is prepared to initiate the study immediately upon receipt of notice-to-proceed. The sketch level traffic and revenue estimates will be submitted by June 1, 2016 assuming that the notice to proceed will be issued by March 1, 2016.

STUDY BUDGET

The lump sum fee for this study in accordance with the scope and schedule defined above is \$97,500. A detailed breakdown of this cost is provided in Exhibit 1. The fee would be payable monthly based on percentage complete during each month. This would be documented in a written progress report to be submitted within two weeks following the completion of each month.

Proposal - FBCTRA 2016 Fort Bend Parkway Extension Sketch Level T&R Study

Personnel Category	Work Task / Person Hours				Total Hours	Average Rate	Salary Cost
	1	2	3	4			
Principal	1	4	9	10	24	\$100.00	\$2,400
Project Manager	6	8	32	28	74	\$85.00	\$6,290
Associate	1	2	8	4	15	\$75.00	\$1,125
Senior Engineer/Planner	16	28	36	20	100	\$57.00	\$5,700
Engineer / Planner	16	32	36	8	92	\$50.00	\$4,600
Assistant Engineer / Planner	12	40	28	8	88	\$40.00	\$3,520
Technician	40	16	30	8	94	\$34.00	\$3,196
Other Support Staff	2	2	4	2	10	\$31.00	\$310
Total Hours	94	132	183	88	497		
Total Salary	\$4,299	\$6,632	\$10,336	\$5,874			\$27,141
Overhead (172.29% of Salary)	\$7,407	\$11,426	\$17,808	\$10,120			\$46,761
Profit (10%)	\$1,171	\$1,806	\$2,814	\$1,599			\$7,390
Subtotal	\$12,876	\$19,864	\$30,958	\$17,594			\$81,292
Direct Expenses							
Travel	-	-	-	\$1,000			\$1,000
Subsistence	-	-	-	\$208			\$208
Report Production (CDs)	-	-	-	-			\$0
Travel time data	\$2,500	-	-	-			\$2,500
Traffic Counts	\$12,500	-	-	-			\$12,500
CDS	-	-	-	-			\$0
Total Direct Expenses	\$15,000	-	-	\$1,208			\$16,208
Total Cost	\$27,876	\$19,864	\$30,958	\$18,802			\$97,500

Work Tasks

- Task 1: Mobilization, Data Collection and Data Analysis
- Task 2: Model Refinement
- Task 3: Traffic and Revenue Analysis
- Task 4: Documentation and Meetings

ESTIMATED STUDY FEE

EXHIBIT 1

DISCLAIMER

CDM Smith uses currently-accepted professional practices and procedures in the development of traffic and revenue estimates. However, as with any forecast, it should be understood that differences between forecasted and actual results may occur, as caused by events and circumstances beyond the control of the forecasters. All forecasts are subject to uncertainty, such that CDM Smith will not specifically guarantee or warrant any estimate or projection contained within the report to be produced as part of the services covered in this proposal.

CDM Smith is not, and has not been, a municipal advisor as defined in Federal law (the Dodd Frank Bill) to Fort Bend County Toll Road Authority (FBCTRA) and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to FBCTRA with respect to the information and material contained in this proposal.