PROFESSIONAL SERVICES AGREEMENT

between

TEXAS A&M UNIVERSITY

and

M. ARTHUR GENSLER JR. AND ASSOCIATES INC.

This Professional Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas ("University"), and M. Arthur Gensler Jr. and Associates Inc., ("Provider"), is made and entered into as of the date of the last party to sign.

This Agreement is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

University and Provider hereby agree as follows:

1. SCOPE OF WORK

A. Provider shall provide services related to a feasibility study for additions and upgrades to Blue Bell Stadium located at University.

B. The scope of the work ("Work") and the time for performance thereof is as set forth in the appendices attached hereto and made a part hereof for all purposes including the HUB subcontracting plan and any reports required thereunder. The appendices are as follows:

   Appendix A: Scope of Work
   Appendix B: Texas A&M RFQ 17-0014
   Appendix C: Pricing Schedule
   Appendix D: Gensler RFQ Response

Upon execution of this Agreement, all services previously performed by Provider on behalf of University and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

C. University shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Work under this Agreement. Provider shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Provider by University, or any other party, that Provider uses for the Work. Provider shall identify to the University in writing any such documents or data which, in Provider’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. University does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises University in writing that, in Provider’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and University confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.
D. Provider agrees and acknowledges that University is entering into this Agreement in reliance on Provider’s represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the “Standard of Care”). Subject to this Standard of Care, Provider shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of its services.

E. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of the University. Provider’s Principal(s) responsible for managing the Work is identified in Section 8 and, while employed by Provider, shall not be changed without the prior written approval of the University.

F. University’s approval or acceptance of Provider’s services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because University is, at all times, relying upon Provider’s skill and knowledge in performing Provider’s services. University shall have the right to reject any of Provider’s services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the University. Provider’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in the Work to be performed under this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider’s business or profession. Work is to commence on February 1, 2017 and will be completed no later than June 1, 2017.

3. PAYMENT TERMS AND MAXIMUM CONTRACT SUM

A. For the satisfactory performance of the Work, University shall pay Provider an amount not to exceed One Hundred Seventy-five Thousand Five Hundred Dollars ($175,500.00). Provider’s Fee Schedule is attached as Appendix C. University reserves the right to increase the scope of this engagement as necessary.

B. Payments of the amount due to Provider will be provided by University upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix C, and provides supporting documentation for reimbursable expenses relating to Work requested by University, if any. The invoice must be signed by the Provider and submitted to University at the address specified in Section 8 below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.
C. University makes no representations regarding the amount or type of services, if any, that Provider will be asked to provide to University during the term(s) of this Agreement. It is expressly understood that the University is under no obligation to request any services from Provider and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the University on an as-needed basis, subject to future agreement on the scope of the work and the fee.

4. DEFAULT AND TERMINATION

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

B. University may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to University a final report describing the work completed to the date of termination. University shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. UNIVERSITY FACILITIES

University will provide Provider with office space, as needed, to carry out Provider’s duties under this Agreement. Any non-consumable items provided by University will remain University property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but University reserves the right to enter the premises to conduct University business, as may be reasonably necessary or for health and safety purposes.

6. INSURANCE

Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this Agreement. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation.

Insurance:
Coverage

A. **Worker's Compensation**
   - Statutory Benefits (Coverage A)
   - Employers Liability (Coverage B)

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. **Automobile Liability**
   - Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. **Commercial General Liability**
   - Each Occurrence Limit $1,000,000
   - General Aggregate Limit $2,000,000
   - Products / Completed Operations $1,000,000
   - Personal / Advertising Injury $1,000,000
   - Damage to rented Premises $300,000
   - Medical Payments $5,000

The required commercial general liability policy will be issued on a form that insures Provider's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**Additional Endorsements**
The Auto and Commercial General Liability Polices shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured's.

D. **Architect/Engineer Professional Liability (Errors & Omissions)**
   - Provider shall maintain Professional Liability in the amount of $1,000,000 each claim/$2,000,000 aggregate covering wrongful acts, errors and/or omissions, including design errors of Provider for damages sustained by reason of or in the course of performance of this Agreement for three (3) years after the Work is substantially complete.

E. Provider will deliver to University:
Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Provider. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by University prior to the performance of any Work by Provider under this Agreement. Provider is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Department of Contract Administration  
Texas A&M University  
1182 TAMU  
College Station, Texas 77843-1182  
Facsimile: (979) 862-7130  
Email: contracts@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all Work has been fully performed and accepted by University in writing.
7. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of the University. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the Work.

8. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. University and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

University: Texas A&M University
Procurement Services
1477 TAMU
College Station, TX 77843-1477
ATTN: Clyde Oberg, Assistant Director
Telephone: (979) 845-1042
Fax: (979) 845-5129
Email: co@tamu.edu

Provider: M. Arthur Gensler Jr. and Associates Inc.
5420 LBJ Freeway, Suite 1100
Dallas, TX 75240
ATTN: Cindy Simpson, Principal & Managing Director
Telephone: (214) 273-1584
Email: cindy_simpson@gensler.com

9. PUBLIC INFORMATION

A. Provider acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B. Upon University’s written request, Provider will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which University has a right of access.
C. Provider acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

10. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by University or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

11. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Provider’s claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

12. HUB SUBCONTRACTING

It is the policy of the State of Texas, the Texas Procurement and Support Services and TAMUS to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in TAMUS contracting and purchasing. The Provider having been awarded this Agreement in part by complying with the Historically Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

Provider agrees on allocating work to subcontractors (consultants) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with TAMUS policy on HUBs. No changes to the HUB Subcontracting Plan may be made unless approved in writing by University. While this Agreement is in effect and until the expiration of one year after completion, University may require information from Provider, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

13. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless University from any claim, damage, liability, expense or loss arising out of Provider’s negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of University.

C. Provider shall be an independent contractor, and neither Provider nor any employee of
Provider shall be deemed to be an agent or employee of University. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of University relative to conduct on its premises.

D. Neither Provider nor its employees, agents, representatives or consultants will assist or cause any University employee to violate the University’s Conflicts of Interest Policy or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board of Regents of TAMUS has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

F. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against University shall be in the county in which the primary office of the chief executive officer of University is located.

G. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

H. University may request a consultant to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of University.

I. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

J. Pursuant to Section 2252.903, Texas Government Code, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

K. Provider expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Provider acknowledges and understands that Section 2252.901, Texas Government Code, prohibits University from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this Agreement, Provider certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
M. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, University will issue written notice to Provider and University may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of University.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY

Rex E. Janne
University Contracts Officer
Date: January 24, 2017

M. ARTHUR GENSLE JR. AND ASSOCIATES INC.

Cindy Simpson
Principal & Managing Director
Date: January 23, 2017
APPENDIX A

SCOPE OF WORK

The Department of Athletics at University seeks a feasibility study for the following additions and upgrades to Blue Bell Stadium:

- The addition of a pedestrian concourse along the outfield fence at Blue Bell Park connecting the existing concourse
- Addition of general admission and premium seating
- Converting berm seating to fixed seats
- Addition of restrooms
- Addition of concessions
- Indoor hitting facility
- New home and visiting bullpens
- Raising of the existing scoreboard
- Revenue enhancements

Services Required/Deliverables:
The feasibility study shall address each of the desired requirements detailed in Section 2.1 of University’s RFQ – See Appendix B. In general, the study will capture and record the requirements for this project, clearly define what scope is included in the project, be a basis for sign-off agreement on scope/cost/schedule, and present the information needed by the design architects and engineers in a concise and easily understood format. In addition the selected firm must follow the university master planning document which can be provided upon award.

The subjects to be addressed in the feasibility study must include but are not limited to the following:

- Goals and Objectives
- Facility Requirements
  - Space Requests and Needs
  - Functional Relationships
  - Room by Room Requirements
- List of Equipment, Furnishings, and Fixtures
- Basis of Design
- Overall Organization and Configuration of the Building
- The Financial Feasibility of Any Additional General or Premium Seating
APPENDIX B

Texas A&M RFQ 17-0014
REQUEST FOR QUALIFICATIONS

RFQ MAIN 17-0014

FEASIBILITY STUDY FOR ADDITIONS & UPGRADES TO THE TAMU BLUE BELL STADIUM

Submittal Deadline: 2:00 PM CDT on Thursday, December 1, 2016

MAIL QUALIFICATIONS TO:
Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University
Procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Show RFQ Number, Opening Date, and Time on Return Envelope

NOTE: RESPONSE must be time stamped at Texas A&M University's Department of Procurement Services before the hour and date specified for receipt of response. Sealed responses will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Other details will only be divulged after the contract award, if one is made. All questions related to the RFQ shall be in writing via e-mail to the contact provided below.

REFER INQUIRIES TO:
Clyde Oberg
Assistant Director
Texas A&M University
Procurement Services
E-mail: co@tamu.edu

All qualification statements shall become the property of the State of Texas upon receipt.
SECTION 1
INTRODUCTION

1.1 Introduction

The Athletics Department at Texas A&M University in College Station, TX is seeking qualification statements from qualified professional firms with experience in providing consulting services to sports, leisure and entertainment industries to perform a feasibility study for additions and upgrades to Blue Bell Stadium, home of the TAMU Aggie Baseball team.

The firm selected for this study will be eligible for selection as the prime A/E firm to design this specific project.

1.2 Schedule of Events

The review and evaluation process of RFQs is a multi-step process which requires variable amounts of time. Respondents are advised that the projected dates listed below may be modified in writing by and at the sole discretion of Texas A&M Procurement Services:

- RFQ available .................................................... November 10, 2016
- Deadline for Questions .................................. November 18, 2016 by the close of the business day
- Addendum/Response to Questions .................. November 22, 2016 by the close of the business day
- RFQ Response Due ............................................ Thursday, December 1 by 2:00 pm CDT
- Presentations .................................................. Week of December 12th, 2016
- Selection of Top Ranked Firm ........................... To Be Determined

1.3 Electronic State Business Daily

This RFQ has been posted on the Electronic State Business Daily at http://esbd.cpa.state.tx.us/. It is the responsibility of proposers who download this RFQ from the Electronic State Business Daily to check the website for any addenda to this RFQ. All such addenda issued by Texas A&M prior to the time that responses are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in their response.

SECTION 2
SCOPE OF PROJECT

2.1 Project Narrative

TAMU Athletics seeks this feasibility study for the following additions and upgrades to Blue Bell Stadium:

- The addition of a pedestrian concourse along the outfield fence at Blue Bell Park connecting to the existing concourse
- Addition of general admission and premium seating
- Converting berm seating to fixed seats
- Addition of restrooms
- Addition of concessions
- Indoor hitting facility
- New home and visiting bullpens
- Raising of the existing scoreboard
- Revenue enhancements

All responses shall include a project schedule and timeline for the feasibility study.
2.2 Services Required/Deliverables

The feasibility study shall address each of the desired requirements detailed in Section 2.1 above. In general, the study will capture and record the requirements for this project, clearly define what scope is included in the project, be a basis for sign-off agreement on scope/cost/schedule, and present the information needed by the design architects and engineers in a concise and easily understood format. In addition the selected firm must follow the university master planning document which can be provided upon award.

The subjects to be addressed in the study must include but are not limited to the following:

- Goals and Objectives
- Facility Requirements
  - Space Requests and Needs
  - Functional Relationships
  - Room by Room Requirements
- List of Equipment, Furnishings, and Fixtures
- Basis of Design
- Overall Organization and Configuration of the Building
- The Financial Feasibility of Any Additional General or Premium Seating

SECTION 3
SUBMITTAL REQUIREMENTS

3.1 Statement of Qualifications Content

Statement of Qualifications shall contain the following information in the same order in which they are set forth below. Respondents must present all information in adequate detail, necessary to demonstrate how they best satisfy the evaluation criteria for establishing the most qualified professional firm to provide the requested services. Incomplete qualifications may be considered non-responsive and subject to rejection.

Interested respondents shall present for consideration the following:

3.1.1 Statement to indicate interest and availability to provide the required services and include credentials to perform requested services.

3.1.2 Provide a general overview of the organization and its professional staffing.

3.1.3 Provide credentials and/or certification of everyone who will be assigned to this project. Identify all individuals by name and title that will provide support to the project including their locations, position, specific responsibilities, educational background, experience, and technical capabilities.

3.1.4 Address the ability to perform the “Services Required”.

3.1.5 List a maximum of five (5) projects for which you have provided comprehensive feasibility studies (preferably collegiate baseball stadium projects). List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, and description.
- Estimated total cost.
- Project size.
- Type of construction (new, renovation, or expansion).
- Description of services the company provided for the project.
- Name of Project Manager or the company’s individual responsible to the Owner for the overall success of the programming.
- Name of individual responsible for coordinating the day to day work.

3.1.6 References for each project listed above providing the following information:

- The Owner’s name and representative who served as the day-to-day liaison during for the project, including telephone number.
- The Architect or Engineer for the project (if known).
- Length of business relationship with the Owner.
References shall be considered relevant based on specific project participation and experience with the RESPONDENTS. Texas A&M may contact references during any part of this process and reserves the right to contact any other references at any time during the RFQ process.

3.1.7 Any additional information that is submitted shall be included in the bound document with the information described above.

3.2 HUB Subcontracting Plan

It is the policy of the State of Texas and Texas A&M to encourage the use of Historically Underutilized Businesses (HUBS) in our price contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in Texas A&M contracting and purchasing.

Subcontracting opportunities, while not anticipated, are possible for the scope of this RFQ. A HUB Participation Plan is not required for responding to this RFQ. However, please note that a Hub Participation Plan and/or a HUB Subcontracting Plan may be required of the successful respondent.

Any questions regarding the HUB Participation Plan or the HUB Subcontracting Plan may be directed to Clyde Oberg at co@tamu.edu.

3.3 Submittal Instructions

Respondent shall provide one (1) original, two (2) copies and two (2) virus free Flash Drive copies of the complete RFP response as specified above.

All Flash Drive copies must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the Flash Drives must be clearly named and referenced in your proposal response. Please create a text file in your root directory titled “Table of Contents.txt” that contains a brief explanation of the files and their layout found on the disc.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all Flash Drive copies.
SECTION 4
EVALUATION CRITERIA

4.1 Selection Criteria

The successful firm will be selected based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPERIENCE IN COMPARABLE PROJECTS</td>
<td>15</td>
</tr>
<tr>
<td>INNOVATIVE DESIGN CONCEPTS</td>
<td>40</td>
</tr>
<tr>
<td>OVERALL PRESENTATION</td>
<td>15</td>
</tr>
<tr>
<td>OVERALL TEAM STRENGTHS</td>
<td>15</td>
</tr>
<tr>
<td>OVERALL TEAM WEAKNESSES</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

4.2 Selection

The Athletics Department will select the responder or respondents based on the responders’ demonstrated competence and qualifications for the type of services to be performed. The Athletics Department shall be the sole judge in evaluating a respondent’s demonstrated competence and qualifications. Upon identification of the most qualified response, the Athletics Department will attempt to negotiate an agreement for the work with the potential provider.

4.3 Presentations

Respondent may be requested to provide an on-site (preferred) or webinar presentation. Possible timeframe for presentations is stated in Section 1.2. However - Texas A&M has the right to limit the number of Respondents selected to give a presentation and does not guarantee there will be an opportunity for a presentation.
SECTION 5
GENERAL INFORMATION

5.1 Submittal Deadline and Location

5.1.1 All responses must be received prior to 2:00 p.m. CDT on Thursday, December 1, 2016. Response envelope or box must indicate firm's name, the submittal deadline date, and RFQ number.

5.1.2 Responses are to be submitted to:

U. S. POSTAL SERVICE:
Texas A&M University
Procurement Services
Attn: RFQ MAIN 17-0014
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University
Procurement Services
Attn: RFQ MAIN 17-0014
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to respondent unopened. Late responses will not be considered under any circumstances.

Telephone and/or facsimile (Fax) responses to this RFQ are not acceptable.

5.2 Questions

Any questions regarding this Request for Qualifications are to be directed in writing to Clyde Oberg, Assistant Director of Procurement Services, at co@tamu.edu by Friday, November 18, 2016 by the close of the business day. Texas A&M specifically requests that respondents restrict all contact and questions regarding this RFQ to the above named individual. Any Addendum resulting from responses to those questions will be issued by Tuesday, November 22, 2016 by the close of the business day.

5.3 Non-Disclosure

The final Feasibility Study and all documents related shall be the property of Texas A&M and may not be released to others without the written permission from the Texas A&M Department of Procurement Services.

5.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and mailed and/or faxed to all parties recorded by Texas A&M as having received a copy of the RFQ. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFQ, and the respondent shall consider and acknowledge receipt of such in their response.

Only interpretations or clarifications which are made by formal written addendum shall be binding. Oral and other interpretations or clarification will be without legal effect.

5.5 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is entered into.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFQ information.
5.6 By signing the RFQ submission, Respondent represents and warrants that:

(i) The Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;

(ii) It is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner’s option, and the Respondent may be removed from all future proposal lists at this state agency;

(iii) The individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;

(iv) No relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of The Texas A&M University System;

(v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;

(vi) No compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);

(vii) All services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

(viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

(ix) To the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project, and

ATTACHMENTS

Appendix A – TAMU Insurance Requirements
   Required only of the successful respondent
APPENDIX C

Pricing Schedule
January 6, 2017

Mr. Kevin Hurley
Senior Associate Athletics Director for Facilities and Construction
Texas A&M University
1228 TAMU
College Station, TX 77843-1228

Dear Kevin:

Conventions, Sports & Leisure International ("CSL") is pleased to present this proposal to Texas A&M University ("TAMU") to provide a market and financial feasibility study for potential improvements to Olsen Field at Blue Bell Park. This proposal provides a summary of our qualifications, the scope of services we are prepared to provide, our professional fees, and study timing.

QUALIFICATIONS

CSL is a leading advisory and planning firm specializing in providing consulting services to the sports, entertainment and leisure industries. CSL was established for the specific purpose of providing a source of focused research and expertise in these industries.

We assist our clients from the earliest stages of project planning, ensuring that all decisions are informed ones. Our consultants provide in-depth information, creative solutions to underlying issues, a thorough analysis of financial implications, and various measurements of risk and return surrounding alternative courses of action. CSL has built its reputation on meeting client needs by delivering quality services that have credibility in the marketplace. Our firm is able to provide these services by drawing upon over 150 years of experience from its professional staff.
January 6, 2017
Page - 2

CSL International brings the experience of many previous engagements to the planning phase of your project. This experience will help you recognize the issues you will be facing and efficiently identify solutions to each. Our experience will also help to ensure that you are maximizing the potential revenues from your development project. Members of our firm have been providing these services since the mid-1980's and have been involved in over 1,500 sports, entertainment and facility projects, including the redevelopment of Kyle Field.

The following are a sampling of universities in which members of CSL have provided market and financial feasibility consulting services for ballparks, stadiums, arenas and other sports venues over the past two decades:

- Appalachian State University
- Arizona State University
- Baylor University
- Boise State University
- Bowling Green State University
- California State Northridge
- Clarkson University
- Colorado State University
- Delaware State University
- East Carolina University
- Florida Atlantic University
- Fresno State University
- Georgetown University
- Georgia Southern University
- Gonzaga University
- Iowa State University
- James Madison University
- Kansas State University
- Louisiana State University
- Michigan State University
- Mississippi State University
- Morehead State University
- North Dakota State University
- Northwestern University
- Old Dominion University
- Oregon State University
- Pennsylvania State University
- Purdue University
- Radford University
- Rutgers University
- San Diego State University
- South Dakota State University
- Southern Methodist University
- St. Louis University
- Temple University
- Texas A&M University
- Texas Christian University
- Texas Tech University
- University of Akron
- University of Alabama-Birmingham
- University of Arkansas
- University of California-Berkeley
- University of California-Los Angeles
- University of California-Riverside
- University of Cincinnati
- University of Colorado
- University of Dayton
- University of Denver
- University of Delaware
- University of Florida
- University of Houston
- University of Illinois
- University of Iowa
- University of Kansas
- University of Kentucky
- University of Louisville
- University of Memphis
- University of Michigan
- University of Minnesota
- University of Missouri
University of Nebraska - Omaha
University of Nevada
University of North Carolina
University of North Texas
University of Notre Dame
University of Nevada Las Vegas
University of Oklahoma
University of Oregon
University of Central Florida
University of South Alabama
University of South Carolina
University of South Carolina-Upstate
University of South Florida
University of Southern California
University of Tennessee
University of Texas at San Antonio
University of Vermont
University of Washington
University of Wisconsin-Madison
University of Wisconsin-Green Bay
Utah State University
Vanderbilt University
Villanova University
Virginia State University
Washington State University
West Virginia University
Western Kentucky University
Xavier University

SCOPE OF SERVICES

It is our understanding that TAMU is considering potential capital improvements and/or revenue enhancements to Olsen Field at Blue Bell Park. We also understand TAMU may desire to undertake a market study to determine potential demand for various improvement and identify a building program which is responsive to the market and provides the best cost/benefit to TAMU.

To this end, we have developed a menu of services to assist TAMU in evaluating various option to improve Olsen Field at Blue Bell Park and maximize revenues. The menu of potential services is designed to provide TAMU with flexible study options depending on your information needs and budget. The menu of services includes:

Base Study:

Task 1. Site Visit and Historical Operations
Task 2. Industry Trends
Task 3. Market Conditions
Task 4. Benchmarking
Task 5. Revenue Enhancement Recommendations

Optional Add-On Tasks:

Task 6. Market Surveys
Task 7. Focus Groups
The remainder of this letter provides a description of our proposed scope of services and methods to be applied to each study task. We have developed our scope of services in sufficient detail so that both the essential elements of our approach and the means by which they will be accomplished are clearly stated.

**Task 1. Site Visit and Historical Operations**

In this task, we will meet with TAMU and other project representatives in College Station in initial meetings to discuss project goals, review the study process and timeline, tour Olsen Field at Blue Bell Park, brainstorm seating and revenue enhancement opportunities and collect historical information regarding the facility.

The results of this task will allow CSL to develop a thorough understanding of the existing seating programs and revenue generating capabilities associated with Olsen Field at Blue Bell Park. Information gathered in this task will include but is not limited to:

- Seat counts by section;
- Historical baseball attendance;
- Priority/donor seating programs;
- Premium seating offerings;
- Ticket prices;
- Concession per caps;
- Capital seat gift requirements;
- Naming rights/sponsorships;
- Parking/tailgating programs; and,
- Other related information.

**Task 2. Industry Trends**

In order to provide an understanding of current industry trends, we will develop a summary of recent developments in ballpark revenue enhancements across the NCAA, minor league and major league baseball as it relates to fan enhancements, premium seating, priority/donor seating, tailgating, parking, food and beverage offerings, hospitality areas, advertising/sponsorships, condominiums, technology and other game-day fan enhancements that generate revenue.

As part of this task, we will develop a detailed presentation of industry trends accompanied by photos of revenue enhancements concepts that have been developed, or are being considered, at other ballparks along with statistical data including
inventory, pricing, revenue generation and other pertinent information including best practices and lessons learned.

Our vast experience on similar projects has resulted in a comprehensive database that includes such information, enabling us to gather this information in a timely manner, ensuring that the process is completed quickly and efficiently.

Task 3. Ballpark Benchmarking

This task will consist of an analysis of comparable collegiate ballparks. Building off of the industry-wide research conducted in the previous task, we will identify and collect information from comparable collegiate stadiums that have taken steps to enhance and reposition their facility and premium offerings.

Examples of collegiate ballparks that may serve as benchmarks include but is not limited to:

- Alex Box Stadium at Skip Berman Field (Louisiana State University);
- Baum Stadium at George Cole Field (University of Arkansas);
- Dan Law Field at Rip Griffin Park (Texas Tech University);
- Dudy Noble Field (Mississippi State University);
- Founders Park (University of South Carolina);
- Haymarket Park (University of Nebraska);
- Lindsey Nelson Stadium (University of Tennessee);
- Lupton Stadium (Texas Christian University);
- Medlar Park at Lubrano Park (Penn State University);
- PK Park (University of Oregon);
- UFCU Disch-Falk Field (University of Texas); and,
- Others, as identified.

Information to be collected and summarized will include:

- Attendance history / demand for baseball program;
- Scope of the facility project (new or renovation);
- Specific premium seat products added;
- Outfield amenities;
- Other fan enhancement elements (technology, food service, etc.)
- Capital seat gift programs;
- Naming/sponsorship opportunities;
- Priority/donor seating programs;
- Pricing of seating products;
January 6, 2017
Page - 6

- Project cost and funding;
- Qualitative feedback/lessons learned; and,
- Other information, as appropriate.

The results of this task will provide TAMU with an understanding of the ways in which other institutions have addressed issues similar to those being faced by TAMU at Olsen Field at Blue Bell Park, and the extent to which arena enhancements have generated incremental revenues.

Task 4. Market Conditions

In this task, demographic and socioeconomic data regarding TAMU and the College Station marketplace will be assembled and compared to other collegiate ballparks within the SEC as well as other regional peer collegiate stadiums, as mutually identified.

The purpose of this exercise is to evaluate the market’s demographic and socioeconomic conditions relative to other markets possessing similar facilities. Based on a comparison of several different market variables, this analysis will identify historic, current, and projected trends relative to the area and will include the following:

- Athletic Donor Base;
- Alumni Base;
- Baseball Attendance;
- Market Population;
- Household Income;
- Corporate Base;
- Unemployment Rate;
- Cost of Living;
- Other Data, as identified.

Each of the demographic and socioeconomic variables above will be detailed by institution or market catchment area. The evaluation of these characteristics will serve as an important component for our analysis since these indicators serve as a gauge for existing and anticipated demand and revenue potential within the local marketplace.
Task 5. Revenue Enhancement Recommendations

In this phase, we will work closely with TAMU and other project representatives to develop a menu of potential revenue enhancement opportunities for Olsen Field at Blue Bell Park based on the results of the market research.

As part of this process, we will develop financial projections to assess the incremental revenues that could be generated. The assumptions used in the financial projections will be based on the results of the market research and consultation with TAMU, including estimated supportable pricing and inventory of various potential premium seating offerings.

The financial projections will include estimates of incremental revenues from tickets, premium seating, priority seating, sponsorships, food and beverage, parking and other such sources as well as incremental expenses incurred to create the additional revenue opportunities including construction costs, operations, maintenance, revenue sharing and other costs.

The financial projections will be incorporated with the preliminary cost estimates provided by the project architect to determine key financial metrics such as the payback period, internal rate of return and the net present value of incremental revenues to assist TAMU in making decisions that maximize the potential financial benefits to TAMU.

The financial analysis will clearly indicate whether ballpark renovations can generate sufficient incremental revenue to service its own debt or, if applicable, identify a funding gap that must be closed through philanthropic fundraising or non-related project revenue streams from the athletics department in order to realize the project. The financial analysis will be developed in a manner that allows key variables to be updated to reflect changes in design, project costs and revenue capabilities in order to determine the optimal capital improvement project that best balances costs, revenues and funding sources.

Task 6. Market Surveys (Optional)

The results of the base case analysis will be based primarily on the historical operations, market conditions, industry trends and benchmarking against peer institutions. In this optional task, extensive primary market research would be conducted via surveys with TAMU baseball fans that represent likely prospects for marketing various revenue enhancements to determine whether base case study conclusions are supportable in the College Station marketplace.
Specifically, we will conduct email surveys with groups that may include, but will not necessarily be limited to, 12th Man Foundation members, baseball season ticket buyers, baseball single game ticket purchasers, TAMU alumni and the College Station corporate community.

The email surveys will assist in the evaluation of the characteristics, opinions, and observations of the current and potential fan base related to potential revenue enhancement opportunities at Olsen Field at Blue Bell Park. This direct market testing will be imperative to evaluate the level of support for various seating options and facility programming concepts specific to the local market.

The survey results would be analyzed and extrapolated to each targeted group’s population to estimate demand. Specific issues that could be addressed in the survey include, but are not limited to:

- attendance history associated with TAMU baseball;
- reason for not attending more games;
- satisfaction level with various elements of Olsen Field at Blue Bell Park;
- desired areas for improvement;
- interest in various premium and general seating concepts;
- sensitivity to various price points and locations;
- desired amenities and impact on interest;
- impact on interest in amenities that could also be used for football tailgating and;
- other topics, as identified.

The results of the analysis undertaken as a part of this task would be a key component in understanding the demand and resulting revenue potential for various seating options and fan enhancement programming concepts at Olsen Field at Blue Bell Park. Based on our experience and depending on the depth and breadth of constituent groups targeted, it is possible that several hundred surveys could be completed, providing a statistical basis from which to draw market-specific conclusions about the potential for various revenue enhancements.

**Task 7. Focus Groups (Optional)**

In this optional task, we would conduct up to six focus group sessions with current and prospective TAMU baseball fans. The purpose of the focus groups is to obtain qualitative data from a limited number of pre-selected participants regarding existing and potential new/enhanced seating offerings and other revenue enhancements at Olsen Field at Blue Bell Park.
Focus groups encourage full disclosure of feelings, ideas, attitudes, beliefs, and perceptions regarding the specified research topic. A script will be designed to move the discussion along in a focused manner, but still allow for free flowing discussion. Focus groups are a valuable tool for capturing real-life data in a social environment. The data is flexible in nature, and can usually be viewed as having high face-value validity.

We will utilize a series of open-ended questions that will be based on discussions with University representatives and our past experiences with similar projects. As part of this process, we would review potential seating concepts with focus group participants and show examples of other similar projects throughout the country. We will coordinate with TAMU as to location, amenities to be provided and other similar issues and assume that TAMU will assist in coordinating the logistical issues involved in setting-up the focus groups.

**PROFESSIONAL FEES AND EXPENSES**

Professional fees will depend on the level of the scope of services desired by TAMU and will be based on the estimated hours required to complete the study and the skill levels of assigned personnel.

The following table summarizes the professional fees associated with the base study as well as the cost of additional add-on services related to market surveys and/or focus groups.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Study (Tasks 1 – 5)</td>
<td>$30,000</td>
</tr>
<tr>
<td>Market Surveys (Optional Add-On Task 6)</td>
<td>$30,000</td>
</tr>
<tr>
<td>Focus Groups (Optional Add-On Task 7)</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

In addition to professional fees, we would require reimbursement of out-of-pocket expenses incurred in the performance of these services. Out-of-pocket expenses could include, but are not limited to, transportation, lodging and meals associated with travel related to the project, long distance telephone charges, survey administration, supplies and other costs incurred on behalf of the project.

Should the level of service you desire be different from that contained in this proposal, we would be pleased to modify our scope of service and associated professional fees, as necessary, to meet your information needs and/or budget.
TIMING

We are prepared to commence this consulting assignment immediately upon receipt of notice to proceed. Our project schedule is dependent on the final scope of the engagement, availability of key personnel for interviews and discussions, and the timely receipt of requested materials. Barring any unforeseen difficulties, the scope of work presented herein would be completed within the following schedule.

- **Base Study** (Tasks 1 – 5) 6 weeks
- **Market Surveys** (Optional Add-On Task 6) 4 weeks
- **Focus Groups** (Optional Add-On Task 7) 2 weeks

Should TAMU decide to undertake one or more of the optional add-on tasks from the outset of the study, certain tasks could run concurrently and serve to condense the overall schedule.

* * * *

Should you have any questions concerning this submittal or if you desire any additional information, please call Jay Lenhardt at (214) 277-9320.

Sincerely,

CSL International
January 11, 2017

Mr. Kevin Hurley  
Senior Associate Athletics Director  
Texas A&M University  
P.O. Box 30017  
College Station, TX 77842-3013

Subject: Agreement for Feasibility Study for Blue Bell Park Outfield Renovations & Additions

Dear Kevin:

This Agreement is between Texas A&M University ("Client") and M. Arthur Gensler, Jr. & Associates ("Gensler") for architectural services.

A. PROJECT

A.1 Project Description.

A.1.1 Base Feasibility Study: The Project, located along the outfield fence of Bluebell Baseball Stadium, will consist of the study of a new pedestrian concourse which will connect to the existing concourse with general admission seating, premium seating and conversion of bermed seating to fixed, concessions and restroom facilities as well as a new indoor hitting facility and revised home and visiting bullpen and raising the scoreboard (the "Project") for Texas A&M University (the "Client").

A.2 Project Budget. As no budget exists, Gensler will develop a Program, site test fits, and a Conceptual Design that will allow the Client and Gensler to work closely with a third party to produce Project cost options.

A.3 Project Schedule. Gensler will develop a Project Schedule of important milestones for Client's review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following schedule is presently projected and will commence once a signed agreement is received by Gensler:

a) Information Gathering/Goals and Objectives, Site Visits, and Programming: Four Weeks
b) Feasibility Design: Eight Weeks
c) Develop Cost Budgets and Present Final Deliverables Two Weeks

Total Feasibility Study Schedule Allotment Fourteen Weeks
Gensler

B. SCOPE OF SERVICES PROVIDED BYGENSLER

Client and Gensler will provide the names of their Project team members, including the primary contact person and the person authorized to make decisions.

B.1 GENSLER’S BASIC SERVICES
Gensler’s Basic Services include architectural design services for the development of a Feasibility Study for the Project.

B.1.1.1 Programming. Gensler will gather and review data provided by the Client and conduct programming work sessions, interviews, and/or focus groups with personnel designated by the Client, to verify the following project parameters:

a) Site requirements;
b) Space requirements, sizes, functional relationships, and adjacencies;
c) Other applicable guidelines, policies, and procedures that may affect project design.

Programming Report. Gensler will prepare a programming report, (the “Program”) which, along with the above noted information, will include a statement of overall project objectives, descriptions of Client’s qualitative and quantitative project requirements. Gensler will provide copies of the program and will meet with client to present and review the Program.

B.1.2 Site Test Fit. Gensler will develop a series of Site Options for the existing soccer stadium site as needed that will consist of the following:

a) An analysis of existing site conditions that may affect development of the site;
b) Diagrams locating pedestrian circulation;
c) Optimum site entry/access points, including players, staff, media and fans;
d) The potential physical configurations of the building(s) on the site;

B.1.3 Feasibility Design. Gensler will develop a series of no more than three Stadium options that will consist of the following:

a) Development of a raised concourse that connects to the existing concourse;
b) Development of general and premium admission seating on outfield concourse;
c) Development of fixed seating in lieu of bermed seating at the third base line;
d) Development of concessions and restroom facilities on outfield concourse;
e) Development of a hitting facility near the left field foul line;
f) Adjustment of height to scoreboard;
g) Adjustment to playability to outfield wall;
h) Adjustment to both bullpens;
i) Mechanical, Electrical and Plumbing Engineering Narratives
j) Structural Engineering Narrative and basic drawings
k) Stadium elevations;
l) Three renderings – Created by Gensler using SketchUp and Lumion software.
   • Additional Gensler renderings available for $2,500 each

Gensler will work with Client and a third party to develop a Statement of Probable Construction Cost.
B.2 CAD FORMAT AND STANDARDS. Gensler will use Sketch-Up and Revit with Gensler's Cad Standards.

B.3 GENSLER'S ADDITIONAL SERVICES. Gensler will provide services beyond Basic Services ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to, value engineering, models or renderings, Client/Client requested revisions that are inconsistent with prior approvals or instructions, consultants and preparation or review of record drawings.

C. SCOPE OF SERVICES PROVIDED BY CLIENT

C.1 SERVICES PROVIDED BY CLIENT. The following services may be required on the Project and shall be provided by Client or Client's consultants:

a) Consulting services, including: cost, geotechnical, surveying, environmental, and hazardous materials;
b) Design-build services;
c) Cost Estimating

D. COMPENSATION

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below. When Gensler's compensation is based on hourly rates, the rates shall be those set forth in Gensler's Standard Hourly Billing Rates.

D.1 Basic Services. Compensation for Feasibility Basic Services shall be the lump sum of Ninety Thousand dollars ($102,000), which is itemized as follows:

<table>
<thead>
<tr>
<th>Gensler, MEP, and Structural Engineers</th>
<th>$65,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>$15,000</td>
</tr>
<tr>
<td>Structural</td>
<td>$10,000</td>
</tr>
<tr>
<td>MEP</td>
<td></td>
</tr>
<tr>
<td>Cost Estimation</td>
<td>$12,500</td>
</tr>
<tr>
<td>Total</td>
<td>$102,500</td>
</tr>
</tbody>
</table>

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

D.3 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's consultants in the interest of the Project, including, but not limited to the following:

a. Reproduction, shipping, handling, and delivery.
b. Mileage, tolls, cab fares, and parking.
c. Renderings, models, mock-ups, and photography.
d. Authorized out-of-town travel, including travel time and out-of-town living expenses.
e. Additional insurance coverage or limits requested by Client in excess of that normally provided by Architect and Architect's consultants.
Gensler

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project, including without limitation, reproduction costs for providing copies of the deliverables described in Section B.1 of this Letter of Agreement, shall be based on amounts invoiced to Gensler with no markup.

Reimbursable expenses for Gensler shall not exceed: $8,000

D.4 Progress Payments. Progress payments shall be made monthly. Where Gensler’s fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

E. AGREEMENT AND ACCEPTANCE

E.1 Agreement. This Agreement is comprised of and incorporates the following documents, in order of precedence:
   a) amendments and modifications signed by both parties;
   b) this Letter of Agreement;
   c) the attached Standard Terms and Conditions (STC), dated July 7, 2016;

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect.

E.2 Effective Date. The effective date of this Agreement is January 11, 2017.

By Gensler
Cindy Simpson
By TAMU

Principal

STATEMENT OF JURISDICTION. The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as interior designers in Texas.
APPENDIX D

Gensler RFQ Response
COVER LETTER

December 1, 2016

Mr. Clyde Cling
Assistant Director
Texas A&M University
1477 TAMU/Agriculture Road
College Station, TX 77845

Subject: Feasibility Study for Additions and Upgrades to Blue Bell Park

Dear Mr. Cling:

Gensler Spans appreciates this opportunity to submit our interest and qualifications to provide feasibility study services for additions and upgrades to Blue Bell Park. We understand the potential impact this project holds for Aggie baseball and athletics. Our approach and process with the athletic department will focus not only on good design, but legacy design—resulting in a successful holistic project that will follow in Aggie traditions and reflect the character established by the interest in development of Blue Bell Park.

As the designer of Blue Bell Park and former Student, Class of '94, I will serve as the lead designer for this project. Our team and I will collaborate with the University in a design process founded in research and exploration—a combination of brand analysis, program flexibility, athletic campus master plan integration, position, and architectural sustainability.

As we work with you for the future of the Aggie baseball program, our team, which includes consultants with significant experience on the A&M campus, will provide skilled management and planning to ensure competitive solutions with you. Our job is to give you the tools you need to win. As you evaluate this response, I believe the unique benefits we bring to this project:

- Contextual design: Design approach is not a signature design strategy but designed toward appropriate architecture and sensitivity in the context, athletic district, and existing ballpark.
- Extensive design experience with collegiate athletic facilities.
- Broad spectrum design approach that creates value for you and the program.
- Experience within Texas A&M design and construction systems.
- Creating environments that attract and retain the highest caliber of student athletes.

Our team consists of some of the most experienced sports designers in the country. Our resume is comprised of some of the largest, most successful venues in the world of sports, yet we also have delivered unique, client-focused solutions for smaller scale environments. What is important to us is not the size, but rather how we can magnify your vision through thoughtful research, brand, branded design, etc. Thank you for allowing us to submit on this incredible opportunity. We're confident that the abilities, strengths, and passion of our team will exceed your expectations.

Sincerely,

Chris Chambers
Project Director
TABLE OF CONTENTS

3.1.1 Statement of Interest and Availability
3.1.2 General Overview
3.1.3 Team Qualifications
3.1.4 Ability to Perform Services
3.1.5 Relevant Experience
3.1.6 References
3.1.7 Additional Information
Statement of Interest
Interest & Availability to Perform

Genser Sports is nationally known and recognized for the establishment and continued growth of the modern-day sports venue. Our innovative designs have broadened the game-day experience for patrons and more importantly elevated the opportunities for our collegiate clients to recruit the highest quality student athletes, as well as recruit and retain the best coaching staff possible. These designs have consistently provided environments of exceptional quality at a reasonable cost through creative, intelligent, and responsive solutions.

Collaboration
Genser believes in a highly collaborative process that includes all client stakeholders and our project consultants providing a highly collaborative, results-driven team approach. Our commitment to you is to be stewards of your vision and institutional goals and to ensure that each design need is satisfied with you through a collaborative process that is based on creating the greatest value for the project and the University. We are excited and prepared to engage in an ongoing dialogue with Texas A&M and commit ourselves to a free exchange of ideas in a collaborative, team-driven process with the Athletics department and the University. We are always proponents of the collaborative process and believe the best results emerge from an inclusive process with active dialogue between the design team and all stakeholders.

Multiple Practice Areas
Genser has expertise in 33 practice areas, including Sports, Education, Entertainment, Hospitality, and Brand Design. Our integrated approach allows us to blend the diverse knowledge of these practice areas to explore new possibilities.

Education
Genser has worked for prominent universities designing more than 50 million square feet of academic space worldwide. Our portfolio includes recent projects for Texas A&M University, Texas Tech University, University of Pennsylvania, the University of California, and San Jose State University to name a few.

Working with Texas A&M University
Members of the Genser architectural team have provided professional services to the Texas A&M athletic department on four projects over the past eight years. Our primary project director, Bryan Chumley, is a former student (Class of ’96) and was the lead designer for the recent redevelopment of Blue Bell Park and the Davis Player Development Center.

Genser Dallas
Genser Dallas has primary responsibility for this project. Genser was established in San Francisco in 1965 and has since grown to 44 locations worldwide. In 1997, Genser established a significant presence in Dallas. Over the past 15 years, we have provided a full range of design, planning, and consulting services for various clients. Today, the Dallas office is consistently ranked as a top 100 Design Firm in the DFW Metroplex, with over 300 professionals and over 550 active clients.

The Dallas office is managed and directed by Chris Simpson, ESA, LEED AP and is supported by a strong team. Using a collaborative model, the Dallas Office leadership sets strategy and policy for integrating our services, sharing design, and delivery teams to serve our clients effectively on a national basis.
A Global Knowledge Network

Gensler is grounded in the belief that great design optimizes business performance and human potential. Networked across 46 offices, we use global perspective and local presence to innovate at every scale. Whether we are designing a new corporate campus, refreshing a retailer’s brand, or planning a new urban district, we strive to make the everyday places people occupy more inspiring.

Integrating Practices for Innovation

Gensler’s integrated staff enjoy a wealth of specialized knowledge across a wide breadth of industry sectors, and our leverage specific building and project types that meet our clients’ needs around the world. Our collaborative, integrated approach blends the diverse knowledge of their specialties to explore new possibilities and give clients competitive edge through innovative ideas.

Sports Practice

Gensler’s Sports Practice was founded on the need to find new, innovative, and affordable solutions to the design of sports facilities worldwide. Integrating market expertise in mixed use, entertainment, creative media, hospitality, branding, and graphic design into each solution, we leverage our foundation of functionality and flexibility.

With three sports hubs strategically located across the country in Dallas, Los Angeles, and Washington DC, Gensler Sports has the ability to efficiently service projects throughout the country. Jonathan Kolby, John Parchman, John Leamer Smith, and John Parchman, are recognized as industry leaders across sports venues, and lead the Gensler Dallas Sports Group as an office of more than 100 staff. Projects produced range from NFL, minors to NCAA collegiate, and everything in between. Gensler Sports brings a position that assists us from the rest of the sports design community.
Organizational Structure
3.1.3 TEAM QUALIFICATIONS

BYRON CHAMBERS '98
Senior Associate | 15 yrs of Experience | 25 yrs with Gensler
LEED AP

PROJECT DIRECTOR

With 15 years experience, Byron Chambers has focused his professional career on the design of sports and entertainment venues.

Chambers’ passion for sports projects includes creating venues that are distinctly unique, that maximize revenue generation and fan experience, while avoiding the tired founds and faux luxury.

His projects typically place an emphasis on architectural design with respect to historical context and environmental sustainability. His experience includes NFL stadiums, major league ballparks, major league facilities, collegiate venues, and both national and international events centers.

Background

Master of Architecture, Texas A&M University
Bachelor of Environmental Design, Texas A&M University

Selected Project Experience

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Year</th>
<th>Total Cost</th>
<th>Reason</th>
</tr>
</thead>
</table>
| State Farm Stadium, Arizona | 2018 | $570m | Motor vehicle

Caitlin Magill '13

Senior Associate | 5 yrs of Experience | 5 yrs with Gensler

DESIGNER

A proud former Student and past Aggie Hostess, Caitlin is a solid member of the Gensler Sports team, having worked with Byron and Geoff on multiple sports projects at a previous firm, as well as at Gensler.

With expansive technical design skills, Caitlin is immersed in the notable professional experience with her Gensler teammates, and is dedicated to the development and growth of Gensler’s Sport collegiate portfolio. Caitlin is exposed to all facets of project delivery all the way effectively translate project scale and types. Sports architecture has added her extensive real design approaches to existing architecture that enhances the user experience in sports venues, and her passion for creating engaging multimedia design visuals keeps their design process as well as current concepts ideas alive.

Background

Bachelor of Environmental Design, Texas A&M University
Bachelor of Fine Arts in Architecture, Texas A&M University

Selected Project Experience

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Year</th>
<th>Total Cost</th>
<th>Reason</th>
</tr>
</thead>
</table>
| New York Yankees, New York City | 2018 | $300m | Baseball stadium

GEORGE KORNEGAY '09

Project Designer | 4 yrs of Experience | 2 yrs with Gensler

DESIGNER

Geoff is a project designer who has focused his career on sports facilities. His projects emphasize the role of these facilities as local, regional, and global unifiers—bringing people together from all walks of life to rally behind a common passion.

With a background in both architecture and landsape planning, Geoff’s design philosophy incorporates real-time design techniques to enhance the user experience in sports venues, and he is passionate about the evolution of mining and earthwork processes in the design process as well as current concepts ideas to clients.

Background

Master of Architecture, Texas A&M University
Master of Science in Land Development, Texas A&M University
Bachelor of Environmental Design, Texas A&M University

Selected Project Experience

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Year</th>
<th>Total Cost</th>
<th>Reason</th>
</tr>
</thead>
</table>
| AT&T Stadium, Arlington, TX | 2018 | $570m | Football stadium

Texas A&M University College Station, TX

<table>
<thead>
<tr>
<th>Major Field</th>
<th>Minor Field</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture</td>
<td>Landscape Architecture</td>
</tr>
</tbody>
</table>

*Experience as a LEED AP

*Experience while at TCU

*Experience as a LEED AP
Ability to Perform Services

Ultimately, our ability to meet TAMU’s project objectives depends upon the Gensler professionals and consultants who represent us and work with you. Our proposed team is available and fully committed to undertaking this project.

Required Services
For this significant project, Gensler commits our most experienced senior-level staff and project personnel from beginning to end, providing the highest quality of service within your time frame and budget. As the project director for Corsicana, Byron Cheniers brings a sensibility and knowledge to this project gained while designing the Blue Bell Park project that no other designers possess. From day one, Byron takes ownership in that project giving our team a level of understanding for this project’s goals and objectives, facility requirements, basis of design, and the organization and configuration of the building.

Subconsultants
Incorporating the most talented professionals throughout our entire team, our engineering and consultants partner, just as we believe in sharing business through innovative thinking, reliance on our partners’ expertise, and a collaborative approach, we choose our consultants with these principles in mind.

Gensler is not recognized as a historically underserved business in the state of Texas, the Texas A&M University, we have assembled a team of HBII-certified consultants. From our past working relationships, we are able to incorporate underserved businesses into our proposals in a way that supports our high standards for quality workmanship and quality architecture. The following members of our team are HBII firms registered with the State of Texas. Each member of our team shares a genuine interest and commitment to the vision of Texas A&M University.

Aggie Rudder – MEP Engineer
Aggie Rudder is a corporation engaged in the business of Engineering, Commissioning, Construction and Program Management. Founded in 1963, Aggie Rudder has spent decades developing the experience, knowledge, skills and processes required to help their clients to achieve their goals. Their goal is to deliver services for the design and construction of projects that are aesthetically pleasing, functional, easy to build, flexible to use, and economical to own and operate.

Selected Relevant Experience
- TAMU Blue Bell Park
- UNT Apogee Stadium
- TAMU Davis-Royer Development Center
- TAMU Softball Complex
- TAMU Modifications to Reed Arena

JG Structural Engineer
JG is a multi-disciplinary firm established in 1964 in Austin, Texas. Initially providing structural engineering services for building projects in the local community, the firm has now grown to provide structural engineering, civil engineering, environmental engineering, land surveying, and facility assessments throughout Texas and the southern United States. From high school stadiums to major college facilities to professional level sports, JG serves as an integral part of the design team for sports facilities.

Selected Relevant Experience
- TAMU Bright Football Complex and Academic Services Center
- TAMU Softball Stadium Study
- UTA Basketball Stadium Renovation Expansion
- TCU Jordan Basketball Stadium Improvements
- Dixie Smith Field Park
Relevant Experience

Texas A&M University Blue Bell Park Renovations, College Station, TX*

*Project developed by Lynn Chambers (Project Designer) and RBC

- Estimated Total Cost: $23,000,000
- Project Size: 7,000 seats
- Type of Construction: Renovation
- Services Provided:
  - Architecture/Engineering
  - Structural Engineering

Renovated in 2012 with expanded concourses, suites, club seating, grass berms, and a children's play area. The new facility is now one of the top collegiate baseball venues in the country.
### 3.1.5 RELEVANT EXPERIENCE

**North Carolina State University Doak Field Master Plan, Raleigh, NC**

<table>
<thead>
<tr>
<th>Estimated Total Cost</th>
<th>Type of Construction</th>
<th>Services Provided</th>
<th>Project Manager</th>
<th>Individually Responsible for Coordination of Day to Day Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>$850,000.00</td>
<td>Not applicable</td>
<td>Engineering</td>
<td>Andy Forsyth</td>
<td>Tyler Elkins</td>
</tr>
</tbody>
</table>

The strategically phased master plan creates multiple renovation projects that elevate the Doak Field at Dail Park facilities to among the finest in all of Division 1 college baseball: elevating opportunities for recruiting, and player development, expanding and consolidating all baseball operations and improving the game-day experience for Wolfpack fans and players.

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**Texas A&M University Softball Stadium and Practice Facility, College Station, TX**

<table>
<thead>
<tr>
<th>Estimated Total Cost</th>
<th>Type of Construction</th>
<th>Services Provided</th>
<th>Project Manager</th>
<th>Individually Responsible for Coordination of Day to Day Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000.00</td>
<td>New Build</td>
<td>Architecture</td>
<td>Andrea Kelley</td>
<td>Tyler Elkins</td>
</tr>
</tbody>
</table>

The nationally ranked Aggie Women's softball team will soon have a home stadium to match the caliber of athletes in the sport. The new three level stadium will provide approximately 1,500 fixed seats along with grass lawn seating, bringing the total capacity to approximately 1,200, and will feature press, media, and broadcast facilities that are sized to host NCAA Regional playoff games.
3.3.5 RELEVANT EXPERIENCE

Hohokam Stadium and Lew Wolff Training Complex, Mesa, AZ

- Estimated Total Cost: $25,953,000
- Project Size: 140,000 sqft
- Type of Construction: Renovation
- Services Provided: Master Planning, Architectural Revitalization, Branding, Signage & Wayfinding
- Project Manager: E.K. Design
- Individual Responsible for Coordination of Design: Day Work: Jay Scheidig

The Oakland Athletics Baseball Club and the City of Mesa engaged Gensler to update and revitalize Hohokam Stadium and Wolff Park, formerly occupied by the Chicago Cubs, to become the new spring training home for the Oakland A's. Fan experience improvements in the 10,000-seat stadium include new refrigeration for larger seats, a more sustainable, water-saving irrigation system, graphics and signages. Additionally, a remodelled interior main concourse with 360-degree outfield views will improve ballpark circulation.

3.3.5 RELEVANT EXPERIENCE

Regions Field AA White Sox Affiliate, Birmingham, AL*

- Estimated Total Cost: $12,000,000
- Project Size: 1,500 seats
- Type of Construction: New
- Services Provided: Programming, Architecture, Engineering, Design, Exhibit Graphics
- Project Manager: Andy Hemmig (HKS)
- Individual Responsible for Coordination of Design: Day Work: Andy Hemmig (HKS)

Designed to reflect the history of Birmingham's steel industry, this AA minor league ballpark is oriented towards the downtown Birmingham skyline as a backdrop.

*Fegan curated by Bryan Jordan (Project Designer)
*Fegan at HKS
"CLIENTS COME FIRST IN EVERYTHING WE DO"

- Art Gensler
References

Texas A&M University Blue Bell Park Renovations
Mr. Michael Jackson
Associate Athletic Director
979-842-2275
Design by AECOM (while at HED)
Length of Business Relationship: 6 years

North Carolina State University Duck Field Master Plan
Shane C. Conley
Director of Athletics, Indiana State University (formerly with HED)
919-238-3480
Design by AECOM
Length of Business Relationship: 2 years

Texas A&M University Softball Stadium and Practice Facility
Mr. Brian Hill
Associate Athletic Director
979-842-2275
Design by AECOM
Length of Business Relationship: 8 years

Hohokam Stadium and Lew Wolff Training Complex
Gordon Hots
Superintendent of Operations
480-844-3180
Architect: J. D. Schaller
Length of Business Relationship: 3 years

Regions Field & AA White Sox Affiliate
Tom Logan
Owner, Birmingham Barons
205-398-3300
Design by AECOM (while at HED)
Length of Business Relationship: 5 years
FIRM INFO

The LEADING ADVISORY AND PLANNING FIRM
SPECIALIZING IN PREMIUM CONSULTING SERVICES TO THE SPORTS, ENTERTAINMENT & LEISURE INDUSTRY

CSL was established for the specific purpose of providing a source of focused research and expertise in the sports, entertainment, hospitality and leisure industries. Members of our firm have been providing services to these specialized industries since the mid-1980's and have been involved in over 1,800 engagements. We assist our clients from the earliest stages of project planning, ensuring that all decisions are informed ones. Our consultants provide in-depth information, creative solutions to underlying issues, a thorough analysis of financial implications, and various measurements of risk and measure surrounding alternative courses of action.

CSL has built its reputation on meeting client needs by delivering quality services that have credibility in the marketplace. Our firm is able to provide these services by drawing upon the years of experience of our professionals, being constantly involved in many major transactions. Our professionals possess a vast range of knowledge of all facets of the industry to support our clients. CSL, with over 100 years of specific consulting experience, has the depth and breadth of experience to meet CSL's level of broad and extensive experience in providing assistance to a variety of clients, facilities and entities in the sports, entertainment, hospitality and leisure industries. Collectively, with over 100 years of specific consulting experience, no other consulting firm has the depth or breadth of experience to match CSL. This level of broad and extensive experience is unmatched and provides CSL with a platform from which to assist our clients from a broad and working knowledge in every major U.S. market, each of the major sports leagues, collegiate facilities and municipal venues. Our diversity of experience provides us with a broad and comprehensive perspective of the issues facing our clients.

CSL brings the experience of numerous prior engagements to the planning phases of your project. This experience will help you recognize the issues your project will be facing and efficiently identify solutions to each. Our experience will ensure that you are maximizing the potential revenues from your development project.

The following provides a brief summary of services that CSL provides with regard to feasibility planning:

- STRATEGIC PROJECT PLANNING: Establish the framework for the initial planning phases of a project and to design an action plan to launch a project from planning to successful operation.
- MARKET FEASIBILITY: Determine probable market demand for sports teams, leagues and facilities projects and identify appropriate market size in which to compete.
- PREFERENCES AMENITIES ANALYSIS: Assist in the evaluation, market positioning, pricing, quantity, target markets and successful marketing of preferred amenities. Such amenities include private suites, club seating, luxury boxes, personal seat licenses, premium suites and other related concepts.
- FACILITY DESIGN CRITERIA: Assist in defining optimum size and configuration criteria for a project or entertainment facility within a given market.
- FINANCIAL ANALYSIS: Develop a financial model based upon estimated levels of utilization and patron spending that will reflect expected variations that will impact the cash flow of a sports team, league, conference or facility.
- ECONOMIC IMPACT ANALYSIS: Provide an estimate of the quantitative and qualitative short- and long-term economic and fiscal impacts of the construction and operations of a project or entity on the local area. This analysis will produce estimates of the employment, earnings, tax base and tax revenues generated by the project.
- FACILITY FUNDING ANALYSIS: Identify funding alternatives that could be the available to support supportive initiatives, and to develop a strategy funding plan. This analysis can also be used to outline the process of identifying prospective sources in all components of the financing plan to evaluate the level of private or public sector funding that may be necessary.
- LITIGATION ASSISTANCE: Assist parties in litigation regarding economic or market issues related to the sports industry.
- REGISTRATION ASSISTANCE: Assist in the registration of various projects, including facility management, conference sales and other aspects.
- STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION: Assist in the development and implementation of a strategic business plan. This includes the consideration of the organization of the development committee, operational and legal teams. In addition, the team will assist in developing appropriate sound and opportunities for general and premium seating, establishing a market strategy, and selecting venue facility contractors (i.e., concessions, media, etc.).
- VALUATION ANALYSIS: Develop a valuation of a sports franchise or facility based on industry acceptable valuation methods, including the market and income approaches.

MARTIN DURAND
FINANCIAL ECONOMIC IMPLEMENTATION

In many of our projects, MARKET DURAND forms the basis of the evaluation of a facility project, development initiative, or strategic planning exercise. Without clear and accurate understanding of demand potential unique to a specific market and project, all other analysis of programming, financial, economic, and implementation issues may be misleading. As such, we utilize the most comprehensive set of research and analysis tools and techniques in the industry to comprehensively measure and estimate the unique market demand and potential for each project. Our methods have been employed and reviewed through hundreds of diverse projects over the past 30 years.

Building or market conclusions, FINANCIAL, and ECONOMIC issues are often central to the comparative of facility development, performance assessment, and economic development projects. Our extensive database of comparable projects culled over hundreds of engagements is a critical asset during our analysis of project financial and economic issues. Being consistently involved in many projects and transactions throughout our diverse allows our professionals to attain knowledge of broad tangibles and intangibles components of successful project decisions; the means for tailored efforts, changes in the marketplace affecting financial and economic characteristics.

IMPLEMENTATION is key to any successful project. Our professionals bring a wealth of industry-specific experience to every aspect of our development, deliveries, and intangible characteristics, creative solutions and focused recommendations to complex projects. We provide our clients with the detailed information they need to make informed decisions regarding project implementation.

JAY LENHARDT
PRINCIPAL, CSL INTERNATIONAL

Mr. Lenhardt is a Principal with CSL and specializes in providing financial and advisory services to the sports and entertainment industry. A 20 year industry veteran, Mr. Lenhardt brings experience on over 400 sports and entertainment projects while providing a focused, dedicated approach to each client.

Mr. Lenhardt has broad industry experience, including but not limited to providing the following services: feasibility studies, financial projections, economic and financial impact modeling, evaluation of project funding, preliminary and final project development, marketing strategies, marketing studies, strategic analysis, operational analyses, investment evaluation, and other services. The depth and breadth of Mr. Lenhardt's experience includes facilities such as arenas, stadiums, ballparks, sports complexes, minor league sports, and other related initiatives. Mr. Lenhardt's clients have included numerous municipalities, universities, professional and minor league sports teams, facility management companies, sports authorities, private investment groups and others.

Mr. Lenhardt has served as a speaker at a number of industry forums including conferences for the National Association of College Directors of Athletics, the Atlantic League of Professional and the Society for College and University Planning. Prior to joining CSL, Mr. Lenhardt was a Senior Consultant in the sports consulting practice at Fuld & Company, Inc.

EDUCATION:

B.A. Finance
University of North Texas, 1995

AFFILIATIONS:

- Association of Luxury Suite Directors
- International Association of Assembly Managers

UNIVERSITY CLIENTS:

- Arkansas
- Baylor
- Florida
- Kansas
- Kentucky
- Louisiana State
- Missouri
- Ole Miss
- South Carolina
- Southern Methodist
- Tennessee
- Texas A&M
- Texas Christian
- Vanderbilt

EXPERIENCE:

- 20 Years Sports Consulting Experience

BASEBALL PROJECTS:

- Camden Yards
- Citizens Bank Park
- Comerica Field
- Enron Field
- FirstEnergy Stadium
- Metrodome
- New Comerica Field
- PNC Park
- Turner Field
- Yurchak Stadium

- 2009 - Present, President, CSL International Sports Practice
- 1991 - 2005, Manager - Coopers & Lybrand LLP (Shear PC)
- Sports, Entertainment and Leisure Practice

- arkansas
- baylor
- florida
- kansas
- kentucky
- louisiana state
- missouri
- ole miss
- south carolina
- southern methodist
- tennessee
- texas a&m
- texas christian
- vanderbilt
BILLY RHODES
PRESIDENT, CSL INTERNATIONAL

Mr. Rhodes is the President of CSL and specializes in providing financial and marketing advisory services to the sports industry. Over the past 25 years, Mr. Rhodes has consulted on over 50 sports and entertainment projects for major league, professional, collegiate, high school and amateur organizations. Mr. Rhodes' expertise over the past decade has included a variety of projects ranging from major league sports to international projects. As the Director of the Sports Practice, Mr. Rhodes has worked with representatives from government entities, sports commissions, faculty authorities, sports teams, development organizations, and management companies. He has provided analysis for clients ranging from the City of Los Angeles to large equity firms looking to expand into the sports industry.

The depth and breadth of Mr. Rhodes' experience includes facilities such as ballparks, arenas, stadiums, sports complexes, motor speedways, amphitheaters, convention centers, conference centers and other similar facilities. Mr. Rhodes' clients have included universities, municipalities, sports authorities, professional and minor league sports teams, private investment groups and others. Mr. Rhodes has served on a number of advisory boards in the sports arena, including executive boards, the faculty development process, and the feasibility of projects. Prior to joining CSL, Mr. Rhodes was a Manager in the sports consulting practice at Cornerstone and a key figure in the financial services industry.

EDUCATION:
B.A. in Economics/International Business
University of Tulsa, 1992

AFFILIATIONS:
- American Society of Consulting Engineers
- International Association of Assembly Managers
- All Under 40 Sports Business Industry Award

UNIVERSITY CLIENTS:
- Oregon State
- Baylor University
- California-Berkeley
- Central Florida
- Colorado State
- Delaware State
- Florida Atlantic University
- Florida State University
- UNLV
- Kansas State University
- University of California, Los Angeles
- University of Southern California
- University of Nebraska
- University of North Texas

BASEBALL PROJECTS:
- AT&T Park
- Bank of America
- Coors Field
- Citi Field
- Dodger Stadium
- Fenway Park
- Great American Ballpark
- Miller Park
- Regions Field
- Petco Park
- Progressive Field
- Rogers Centre
- Turner Field
- University of Phoenix Stadium
- U.S. Cellular Field
- US Bank Stadium
- Williams-Brice Stadium

EXPERIENCE:
- 25+ years of sports consulting
- Managing Director of CSL International Sports Practice
- 1992-1996: Manager-Cornerstone (IUPUI, Iowa, Penn)
- Sports, Entertainment and Leisure Practice

UNIVERSITY PROJECTS:
- Texas A&M University
- Arkansas State University
- Florida State University
- Kentucky University
- Mississippi State University
- Missouri State University
- South Carolina University
- Tennessee State University
- Vanderbilt University
- Arizona State University
- Brigham Young University
- Colorado State University
- Iowa State University
- Kansas State University
- LSU
- Notre Dame University
- Oklahoma State University
- Stanford University
- UCLA
- UNLV
- USC
- UConn
- Utah State University
- West Virginia University
- Wisconsin University

DUDY NOLDE FIELD AT POLK-DEMENT STADIUM
MISSISSIPPI STATE UNIVERSITY - STARKVILLE, MISSISSIPPI

CSL was engaged by Mississippi State University to study the feasibility of constructing a new baseball stadium to support the Mississippi State's baseball program. The study examined the feasibility of constructing a new baseball stadium in Starkville. Potential facility improvements included an indoor training facility, new dugout seating, new scoreboard, press box, and improved sightlines. The analysis included a detailed analysis of the facility's economic impact on the Starkville area.

The analysis included a detailed economic impact study of the facility's potential impact on the Starkville area. The study examined the potential economic benefits of the facility, including increased property values, increased tourism, and increased economic activity. The analysis also examined the potential cost savings associated with the facility, including reduced travel costs, reduced hotel costs, and reduced meal costs.

The study concluded that the facility would have a significant positive economic impact on the Starkville area. The project was approved by the university's board of trustees, and the construction of the facility began in 2018.

BAULM STADIUM
UNIVERSITY OF ARKANSAS - FAYETTEVILLE, ARKANSAS

CSL was engaged by the University of Arkansas to evaluate the feasibility of constructing a new basketball stadium. The study examined the potential economic benefits of the facility, including increased property values, increased tourism, and increased economic activity. The analysis also examined the potential cost savings associated with the facility, including reduced travel costs, reduced hotel costs, and reduced meal costs.

The study concluded that the facility would have a significant positive economic impact on the Fayetteville area. The project was approved by the university's board of trustees, and the construction of the facility began in 2018.

The new facility features state-of-the-art amenities, including a new press box, new concession stands, and improved sightlines. The project was completed on time and under budget, and the facility has been well received by the community.

For more information, please contact CSL at 1-800-654-3456.
CONSTELLATION FIELD
SUGAR LAND SKYKING - SUGAR LAND, TEXAS

The City of Sugar Land engaged CSL in 2006 to assess the feasibility of a new minor league ballpark to be located north of the city to accommodate a minor league baseball team. CSL's feasibility study evaluated the viability of forming a new minor league baseball team in Sugar Land by assessing the market demand for minor league baseball. CSL's study included an in-depth economic analysis of the market demand for minor league baseball in Sugar Land. The study also included an analysis of the market demand for minor league baseball in the surrounding area.

The study concluded that there was a market demand for a minor league baseball team in Sugar Land. CSL recommended that the City of Sugar Land work with the local baseball team to develop a stadium and facilities to accommodate the team. The City of Sugar Land agreed to work with the local baseball team to develop a stadium and facilities.

The study also recommended that the City of Sugar Land work with the local baseball team to develop a stadium and facilities to accommodate the team. The City of Sugar Land agreed to work with the local baseball team to develop a stadium and facilities.

The $37 million, 7,500-seat Constellation Field opened in 2012 and is now the home of the Sugar Land Skeeters of the independent Atlantic League.

DICKEY-STEPHENS PARK
ARKANSAS TRAVELERS - NORTH LITTLE ROCK, ARKANSAS

In 2005, CSL assisted Stephens Inc. in evaluating the potential market need for a new baseball park in North Little Rock. The study evaluated the market demand for minor league baseball in the area and the potential economic benefits of a new minor league baseball team. The study also evaluated the feasibility of constructing a new minor league baseball stadium in North Little Rock.

The study concluded that there was a market demand for a minor league baseball team in North Little Rock. CSL recommended that the City of North Little Rock work with the local baseball team to develop a stadium and facilities to accommodate the team. The City of North Little Rock agreed to work with the local baseball team to develop a stadium and facilities.

The study also recommended that the City of North Little Rock work with the local baseball team to develop a stadium and facilities to accommodate the team. The City of North Little Rock agreed to work with the local baseball team to develop a stadium and facilities.

The $60 million, 14,000-seat Dickey-Stephens Park opened in 2007 and is now the home of the Arkansas Travelers of the Double-A Texas League.