

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement is between the City of Cleburne, Texas (“Owner” or “City”) and Barron, Stark & Swift Consulting Engineers, LP (“Consultant”) for Program Management Services for the evaluation and feasibility of an Independent League Baseball Stadium. The scopes of services to be covered under this Agreement are as follows:

I. Scope of Services

The following is an anticipated scope of services to be provided by Consultant at the direction of the City of Cleburne. Consultant will perform administrative and design duties associated with the feasibility/ master plan phase including progress monitoring, scheduling, general correspondence, administration and invoicing for the scope items identified below. These duties include maintaining routine contact with Owner to help meet the needs of the Owner in a timely manner, and executing the work in accordance with the work plan, budget and schedule.

The stated scope is not necessarily all-inclusive. As the feasibility period progresses, the City may deem certain scope items not needed during the feasibility period and may choose to add other presently undefined services that are relative to the feasibility analysis. The City Manager will direct Consultant on the timing of all directed scope items.

A. Economic Impact Analysis

Consultant shall contract with a qualified market research firm to produce an Economic Impact Analysis for the proposed Independent League Baseball Stadium and ancillary development opportunities associated with the stadium. The analysis will include the following:

- Estimated fiscal and economic impacts locally and regionally, including job creation by type, wage, duration, and local and regional effects.
- Potential annual event and attendance levels.
- Potential financial performance of the facility and anchor tenant (team).
- Potential demand for additional tenants (optimal facility programming).
- Analysis of market share between Johnson, Tarrant and Dallas Counties.
- Budgetary impacts on city finances.
- Market demand for corporate sponsorships and participation.
- Performance of comparable facilities, including review of modern amenities deemed most essential to current independent league baseball operations.
- Funding capacity of tax and other revenue streams.
- Case studies of similar projects, including a comparison of construction funding sources, lease terms and revenue performance.
- Ancillary redevelopment opportunities in the immediate Chisholm Trail Parkway and North Industrial/Commercial area, possibly to include case studies of analogous communities with specific emphasis on the adjacent 50 acres of potential mixed use development that will be part of the initial land acquisition.
- Transit-oriented or mixed use development opportunities on-site or in the half-mile ring that includes the facility and the recently completed Chisholm Trail Parkway.
- Impact of a potential adjacent indoor facility focusing on league and club youth teams such as volleyball, indoor soccer and flag football.

B. Preliminary Master Plan

Prepare a Preliminary Master Plan for the stadium and associated 75 acres currently projected as the initial land acquisition. Services under this scope item would include.

- In conjunction with the Development Team, prepare a draft master plan for the overall 75 acres including independent league baseball facility, indoor club sports facility, retail, commercial and restaurant space.
- Evaluate traffic circulation within and adjacent to the project.
- Evaluate off-site utility requirements (size & route) that will be required for the project.
- Evaluate storm water detention requirements for the project.
- Evaluate parking requirements for the project including shared use for certain uses.
- Develop preliminary budgets for site development infrastructure.
- Provide a rendered copy of the Preliminary Master Plan for public dissemination.
- Provide an animated fly-over of the Preliminary Master Plan for marketing purposes and public dissemination.

C. Sports Architect

Upon completion of the Economic Impact Analysis, Consultant will contract with a sport facility specialist architect for input and specific programming needs for an independent league baseball facility. A Request for Proposal will be formulated for review with the Development Team and distributed to qualified firms. Consultant, in conjunction with the Development Team and the City of Cleburne, will select the firm for the sports architect role and coordinate finalization of the Master Plan. The sports architect's scope will include:

- Programming based upon results and recommendations of the Economic Impact Analysis.
- Sightline studies.
- Public and private vehicular circulation studies.
- Pedestrian circulation within the proposed facility and around the proposed facility with emphasis on "walkable" access to adjacent commercial developments.
- Massing and elevation studies to determine appropriate architectural aesthetic for the proposed development in conjunction with the Cleburne Railroaders brand.
- Review and adjustment of Preliminary Master Plan with emphasis on macro-circulation and community identity.

II. Compensation

Consultant will be compensated on a time and material basis for work performed under this Agreement. Hourly billing rates for the various classes of Consultant's employees will be in accordance with the attached hourly rate schedule.

Total Compensation under this Agreement shall not exceed \$97,500.00 without prior written approval by the City.

Billing shall be on a monthly basis for work completed to date with payment due the 20th of the month following invoice date. Travel within Johnson, Tarrant, and Dallas County to perform the work is considered subsidiary to the hourly rate and not billed as a reimbursable expense. Reproduction cost of plans and similar materials are billed at direct cost with 5% administrative markup.

III. Schedule

The projected schedule for completion of the scope of services outlined herein is included as an attachment. The schedule provided also includes project time line through beginning of stadium construction.

IV. Design and Construction Phase Services

This Agreement does not include the design or construction of specific improvements, but is limited to the feasibility phase scope outlined in Article I above.

V. Obligations of Consultant

Consultant represents to Owner that Consultant is duly licensed and registered in the State of Texas to offer and provide the professional architectural and engineering services enumerated in this Agreement.

Consultant agrees to maintain the following levels of insurance in affect for the duration of the Agreement:

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability
\$1,000,000 combined single limit

Worker's Compensation
Statutory limits

Professional Liability
\$1,000,000 general aggregate

Consultant will function as in independent consultant to Owner with respect to this Agreement and not as a subcontractor, agent, or employee of Owner.

Consultant will proceed with scope of services enumerated herein upon receipt of a fully executed original of this Agreement from Owner.

VI. Obligations of Owner

Owner will make available to Consultant all pertinent data in Owner's possession relative to the work to be performed under this Agreement including maps, surveys, and ownership data and existing utility records. Consultant may rely on the accuracy of this data unless specifically advised otherwise.

Owner will make its facilities available and accessible to Consultant if required for the performance of Consultant's services under this Agreement.

Owner will provide timely review of progress submittals made by Consultant under this Agreement.

This Agreement gives no rights or benefits to anyone other than Owner and Consultant. There are no third party beneficiaries.

The scope of services enumerated herein does not include cost of Consultant for required or requested assistance in litigation brought by third parties in response to the Project. In the event Owner requests such services, those services will be provided by Consultant as "Additional Services" on a time and material basis in accordance with Consultant's then current hourly rate schedule.

All work products resulting from this Agreement, whether in hard copy or electronic form, are instruments of service for the Project, whether completed or not. Change or alteration by others acting through or on behalf of Owner of any such instruments of service without written permission of Consultant will be at Owner's sole risk. Owner represents the instruments of service contemplated herein are specifically for the Project as defined herein and are not to be reused for similar projects without Consultant's written authorization.

VII. Termination

This Agreement may be terminated by either Owner or Consultant for convenience on 10 days written notice. This Agreement may also be terminated by either Owner or Consultant for cause if either party fails to substantially perform their obligations hereunder and does not commence correction of such non-performance within five (5) days written notice.

In the event this Agreement is terminated for the convenience of Owner, Consultant will be paid for fees earned up to and including the point of termination as well as reasonable termination expenses incurred by Consultant for archiving and documenting the work at the time of termination.

VIII. Venue and Arbitration

This Agreement will be governed by the laws of the State of Texas with respect to validity, interpretation, performance and all claims related to it. The venue for any litigation related to this Agreement shall be Johnson County, Texas. Claims, disputes and other matters in question which are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

IX. Entire Agreement

This Agreement, including any attachments, constitutes the entire agreement, supersedes all prior written or oral understanding, and may only be changed by a written amendment executed by both parties.

X. Additional Services

In the event additional services are requested by Owner outside the scope of this Agreement, Consultant shall provide requested additional service by lump sum addendum to the Agreement if the scope can be defined or on a time and material basis in accordance with the attached hourly rate schedule. Consultant shall not commence any additional services without written authorization from Owner.

EXECUTED as of the date written below.

OWNER: City of Cleburne, Texas

By: City Manager

Date: _____

Attest: _____
 City Secretary

Date: _____

CONSULTANT: Barron, Stark & Swift Consulting Engineers, LP

By: Charles F. Stark, PE, RPLS
 Managing Principal

Date: _____



*Barron-Stark-Swift Consulting Engineers, L.P.
Standard Hourly Rates*

Sr. Architect	\$200.00/ hour
Staff Architect	\$150.00/ hour
Sr. Engineer	\$185.00/ hour
Registered Engineer	\$145.00 / hour
Registered Professional Land Surveyor	\$135.00 / hour
Sr. Engineering Technician	\$110.00/ hour
Graduate Engineer	\$ 90.00 / hour
Engineering Technician II	\$ 85.00 / hour
Clerical	\$ 45.00/ hour
GPS Survey Crew – One Man	\$135.00 / hour
GPS Survey Crew – Two Man	\$150.00/ hour

Reimbursable expenses such as printing, reproduction, overnight delivery, and travel outside the Dallas Fort Worth Metroplex are billed at direct cost plus 5% administrative markup.

PROJECTED SCHEDULE

As ID	Description	Old Dur	Rem Dur	Early Start	Early Finish
1000	RFQ Evaluation	5d	5d	15APR15	21APR15
1010	Award Program Management Contract	1d	1d	21APR15	21APR15
1020	Title Surveys - 75 Acres	14d	14d	21APR15	11MAY15
1030	EIA - RFP Process	6d	6d	22APR15	28APR15
1040	Execute EIA	21d	21d	01MAY15	28MAY15
1050	Prelim Master Plan	6d	6d	21APR15	28APR15
1060	Masterplan Workshops	4d	4d	28APR15	28APR15
1070	Rendered Master Plan	2d	2d	01MAY15	06MAY15
1080	Fly Over	8d	8d	09MAY15	16MAY15
1090	Public Announcement	5h	5h	28APR15	28APR15
1100	ICSC Las Vegas	3d	3d	18MAY15	20MAY15
1110	Off-Site Utilities Design	65d	65d	01MAY15	31JUL15
1120	Off-Site Utilities Construction	107d	107d	09AUG15	31DEC15
1130	TxDOT Coordination	7d	7d	21APR15	28APR15
1140	Solicit for Development Entity	12d	12d	19MAY15	01JUN15
1150	Select Development Partner	1d	1d	03JUN15	04JUN15
1160	Cost Estimates	21d	21d	01MAY15	29MAY15
1165	Complete Profoma	7d	7d	28MAY15	29MAY15
1170	Solicit Sports Architect	7d	7d	11MAY15	20MAY15
1180	Select Sports Architect	7h	7h	22MAY15	22MAY15
1190	Programming & Schematics	23d	23d	01JUN15	01JUL15
1200	Architectural Design Documents	60d	60d	01JUL15	23SEP15
1210	Civil Infrastructure	66d	66d	01JUN15	07SEP15
1220	Infrastructure Construction	95d	95d	07SEP15	13JAN16
1230	Stadium Ground Breaking	6h	6h	18DEC15	18DEC15

Start date: 15APR15
Finish date: 13JAN16
Order date: 15APR15
Release date: 15APR15
Page number: 7A

Barron-Stark-Swift
Consulting Engineers

Barron-Stark-Swift Consulting Eng.
Cleburne Railroaders Stadium

Legend:

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point