

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
PASLAY MANAGEMENT GROUP (“Contractor”)
FOR
EXECUTIVE PROGRAM MANAGER SERVICE
MA 8100 NA190000141**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Paslay Management Group having offices at 306 West Seventh Street, Suite 505, Fort Worth, TX 76102 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQS 8100 MMO4000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City’s Solicitation, Request for Qualification Statements (RFQS) 8100 MMO4000 including all documents incorporated by reference
- 1.1.3 Paslay Management Group’s Offer, dated February 28, 2019, including subsequent clarifications
- 1.1.4 Exhibit A – Paslay Management Group’s Pricing Proposal, dated April 25, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.2.4 Exhibit A – the Contractor’s Pricing Proposal as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of sixty (60) months.

- 1.3.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$10,000,000 for the Contract term and in accordance with Exhibit A – Paslay Management Group’s Pricing

Proposal. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

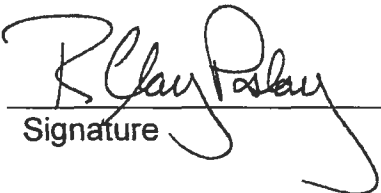
1.6.1 The Contractor understands that Program Manager Services will not be required under the Contract, though the City desires input from the Contractor in the solicitation process to procure Program Manager Services.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

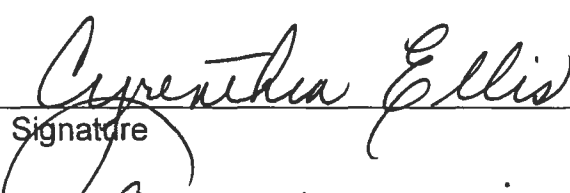
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

PASLAY MANAGEMENT GROUP

CITY OF AUSTIN



Signature



Signature

R. Clay Paslay

Printed Name of Authorized Person

Cyrenthia Ellis

Printed Name of Authorized Person

President and Managing Partner

Title

PROCUREMENT MANAGER

Title

June 7, 2019

Date

6.20.2019 / June 20, 2019

Date



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENTS (RFQS)
OFFER SHEET

SOLICITATION NO: RFQS 8100 MMO4000

COMMODITY/SERVICE DESCRIPTION: Executive Program
Manager Service

DATE ISSUED: January 28, 2019

REQUISITION NO.: 18110700092

COMMODITY CODE: 96156

NON-MANDATORY PRE-RESPONSE CONFERENCE TIME &

DATE: 1:30 – 3:00 PM CST on February 5, 2019

CONFERENCE NUMBER: (512) 974-9300

PARTICIPANT CODE: 749461

CONFERENCE LOCATION: DEPARTMENT OF AVIATION, P&E
BUILDING, 2716 SPIRIT OF TEXAS DRIVE, RM
174, AUSTIN, TX 78719

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Marian Moore
Procurement Specialist III
Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

Ricardo Zavala
Procurement Specialist III
Phone: (512) 974-2298
E-Mail: ricardo.zavala2@austintexas.gov

RESPONSES DUE PRIOR TO: February 28, 2019 at 2:00 PM CST

RESPONSE OPENING TIME AND DATE: February 28, 2019 at
3:00 PM CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFQS's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:
<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFQS 8100 MMO4000	Purchasing Office-Response Enclosed for Solicitation # RFQS 8100 MMO4000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	3
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0630	EXCEPTIONS CHECKLIST	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0902B	STATEMENT OF RESPONSIBILITY – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3
EXHIBIT A	MASTER PLAN PHASING MAP	1
EXHIBIT B	ABIA OVERVIEW PRESENTATION FOR EXECUTIVE PROGRAM MANAGER	43

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Paslay Management Group, L.P.

Company Address: 306 West Seventh Street, Suite 505

City, State, Zip: Fort Worth, TX 76102

Vendor Registration No. V00000955781

Printed Name of Officer or Authorized Representative: R. Clay Paslay

Title: President and Managing Partner

Signature of Officer or Authorized Representative: 

Date: February 28, 2019

Email Address: cpaslay@pmglp.com

Phone Number: (972) 550-1062

*** Qualifications Statement must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFQS 8100 MMO4000**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be emailed to marian.moore@austintexas.gov by 2:00 p.m. CST on February 11, 2019.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
 - (1) If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of 60 months.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

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	City of Austin
Department	Department of Aviation
Attn	Accounts Payable
Address	3600 Presidential Blvd. Suite 411
City, State Zip Code	Austin, TX 78719
Email	abia.invoices@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

6. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. **Airport Security:** Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- B. **Security Badges:** Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All Contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- C. **Background Investigation:** An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administrative fee for Contractor personnel that require access to the airport site.
- D. **Badge Fees:** The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65; 2nd replacement - \$90; 3rd replacement - \$115; etc. Upon expiration of this contract, the Contractor shall return all security badges

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to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from contract payment after the contract has expired/closed.

- E. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- F. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be

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executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lyn Estabrook – Planning & Development Division Manager

Department of Aviation

Phone: (512) 530-6604

Email: lyn.estabrook@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK FOR
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1. Introduction

About Austin-Bergstrom International Airport

In 1999 the Austin-Bergstrom International Airport (ABIA) officially opened for passenger service. The need for a new airport to replace Robert Mueller Airport had been long recognized. Since 1999, passenger growth at ABIA has tripled at a 4.5% average annual growth rate. ABIA continues to experience passenger activity levels above the national average growth rate. Between 2012 and 2017, ABIA has grown at an 8% average annual growth rate and had 15.8 million annual passengers (MAP) in 2018. This growth rate exceeds the national average growth rate of 2.8% for the same time period. For the first nine months in 2018, ABIA has been setting monthly passenger growth records from the previous year with an average monthly growth rate of 15%. The ABIA Master Plan (AMP) approved by the Austin City Council on November 1, 2018 documents the forecasted growth and the needs to meet that growth.

2. Purpose and Background

The City seeks a qualified firm, or partnerships of firms to provide Executive Program Manager (EPM) services in support of a multi-billion-dollar Capital Improvement Program (CIP). The Contractor shall provide guidance and direction to ABIA Executives on the implementation of the AMP and the next ten (10) years of CIP. To assist with the AMP implementation, the Contractor shall provide technical and staff augmentation resource recommendations, funding recommendations and legal guidance. The EPM shall help the City prepare separate Request for Proposals/Qualifications to be issued at future date(s) for Program Management Support Services (PMSS) to provide services, systems, design management, construction management, program controls management and staffing as required and approved to execute the ABIA AMP and CIP.

- 2.1 ABIA has identified a significant need for the development of additional facilities at ABIA to handle aircraft, passengers, and cargo departing to, and arriving from, domestic and international destinations on scheduled and chartered flights.
- 2.2 ABIA is one of the fastest growing airports in the United States. To support the passenger growth at the airport, ABIA will need to complete a major CIP that includes the following:
 - 2.2.1 Construction of a new Concourse (20 to 32 gates depending on growth)
 - 2.2.2 Construction of a new Processing Center (Ticketing, Security Screening, Centralized Baggage)
 - 2.2.3 Construction of a new entry roadway network, including curbside
 - 2.2.4 Expansion of Customs Screening and Baggage Area
 - 2.2.5 Retrofits to the Barbara Jordan Terminal
 - 2.2.6 Construction of a connection bridge to the new concourse
 - 2.2.7 Southside Utility Infrastructure upgrades and installations
 - 2.2.8 Installation of a new people mover system
 - 2.2.9 Capital projects identified in the AMP
 - 2.2.10 Other renewal and replacement capital projects
- 2.3 Due to the number of projects ABIA staff is currently planning, defining and constructing, ABIA deems it necessary to enlist the specialized support of a qualified EPM Consultant to augment ABIA's Aviation Programs staff. The EPM Consultant shall develop and recommend for City's approval, a program management plan that shall include an approach for how the CIP should be organized in order to be most effectively and efficiently completed.

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- 2.4 ABIA seeks a firm with demonstrated capability and experience in providing the type of EPM and leadership required on a program similar to the ABIA program. EPM experience on a variety of traditional and alternate project delivery methods such as design/bid/build, design/build, progressive design/build, general contractor/construction manager at risk (GC/CMR), and any combination thereof, is highly desirable.
- 2.5 The Contractor shall have the ability to work in a dynamic environment, adapt to changes within the CIP, and respond effectively to new and changing initiatives and priorities from ABIA.

3. Contractor Qualifications

- 3.1 The Contractor and its key personnel shall have significant experience in the leadership and management of similar major integrated CIPs that involve construction and/or rehabilitation similar to those described herein. Such talent must be able to provide effective EPM, and to advise the airport's executive management team.
- 3.2 The Contractor and Contractor's staff must have demonstrated success, skill, experience and knowledge in providing professional EPM services similar in size and scope to those described herein. Key personnel shall have experience leading and managing EPM work on at least three multi-year, multi-billion-dollar CIPs at active medium and large-hub, international US airports or similar institutions.
- 3.3 The Contractor's key personnel shall include a minimum of four technical positions, one shall be a team lead or program manager, a legal expert (a person with expertise in contracting and procurement and with knowledge of Federal grants), a financial expert (a person with expertise in financing large development projects), and a technical expert (a person with expertise in airport planning and layouts).

4. Contractor Requirements

The EPM Contractor will be integrated into the existing ABIA Capital Program staff to create a combined section of both ABIA staff and Contractor staff. All services provided shall be communicated to ABIA executives and Airport Planning and Development management. All staff support functions for the program will be provided by ABIA. Primary responsibilities of the Contractor will be in the following areas:

- 4.1 Advisory Services. The Contractor shall assist ABIA in managing the full life-cycle of a multi-year, multi-billion-dollar capital development program. The Contractor oversight shall complement ABIA's existing overall project and construction management structure and assist in successful delivery of capital improvements. The Contractor shall work to understand the organization's complexity and culture. Contractor services shall include:
 - 4.1.1 Strategic oversight of programming the AMP and the ten-year plan for development
 - 4.1.2 Financial capital planning
 - 4.1.3 Develop and recommend the organization structure of an integrated team to manage of the AMP program and staff augmentation for Program Management Support Services for the successful implementation of the ABIA AMP and CIP
 - 4.1.4 Establish project controls to include schedule, estimate validation, contract administration, reporting, performance management metrics, risk management to ensure the CIP activities proceed on schedule, within budget and quality standards.
- 4.2 Program Controls. The Contractor shall assemble written program-wide reports containing visual graphics and details of the program and phases on a schedule mutually agreed upon between the City and the Contractor. The reports shall include information on cost and schedule (Program Controls). The Contractor shall interface with existing City staff residing in the Capital Contracting Office in the development and identification of the items below

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and assist the City staff with communication aimed at constructively influencing effective program management and decision making. Specifically, the Contractor shall:

- 4.2.1 Develop CIP programming/formulation, including scoping, design, and construction at a program level (inclusive of the overall Master Plan, projects, and phases) to improve overall inter-project coordination, especially during construction.
- 4.2.2 Develop Integrated Master Schedules at the program level; assist in the identification of linkages and interactions between individual project elements to assess key issues and priorities for action.
- 4.2.3 Assist the City with reviews and recommendations for Project Delivery System software and other analytical processes/tools to predict the outcome of the program in terms of cost, scope and schedule.
- 4.2.4 Establish the definition, development, and rationalization of regular management reporting regarding the progression of the CIP. The Contractor shall define informational requirements to report the progress on the overall program to ABIA executives by assembling information on individual projects from City staff.
- 4.2.5 Design mechanisms for program reporting and program controls to ensure timely and on-budget completion of program elements.

4.3 Program Risk Management. The Contractor shall:

- 4.3.1 Identify, assess, and report all program risks on a regular schedule mutually agreed upon between the City and the Contractor. If program risks are deemed significant by the Contractor, those risks shall be reported immediately to the Contract Manager.
- 4.3.2 Develop and implement mitigation measures to manage program risks.
- 4.3.3 Provide ongoing assessment to ABIA executives and staff, of potential impacts of individual projects on other projects, particularly during construction, and overall program objectives, and on wider ABIA priorities such as continuity of operations (in conjunction with the Project Controls Manager).
- 4.3.4 Develop plans to mitigate project impacts and coordinate mitigation actions with ABIA staff.

4.4 Design Coordination. The Contractor shall:

- 4.4.4 Ensure the design as developed by ABIA staff and its consultants are consistently applied throughout the ABIA CIP.
- 4.4.5 Provide a periodic review of and improvement suggestions for the process of design review.
- 4.4.6 Provide support to ABIA's design managers as required during the design process.

4.5 Knowledge Transfer. The Contractor shall provide the Contract Manager with all data and models utilized in creation of reports to ensure institutional knowledge is transferred to the Contract Manager. The Contractor shall provide content in a digital format.

5. Appendices/Exhibits

See abiamasterplan.com for draft chapters of the Master Plan.

5.1 Exhibit A - Master Plan Phasing Map

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1. RESPONSE FORMAT

Submit one (1) print original of the response and one (1) flash drive that contains an exact electronic replica of the response in a .pdf format. The printed response shall contain original ink signatures by a person authorized to sign on behalf of the Offeror.

Responses shall be organized in the following format and information sequence. Use tabs to divide each part of your response and include a Table of Contents. Number the pages. Respondents should respond to Section 0500 – Scope of Work and may provide any information you deem relevant.

Tab 1 – City of Austin Purchasing Office Documents. *Complete and submit the following documents in Tab 1*

- a) Signed Offer Sheet
- b) Section 0630 Exceptions Form
- c) Section 0800 Non-Discrimination and Non-Retaliation Certification
- d) Section 0835 Nonresident Bidder Provisions
- e) Section 0900 Subcontracting/Sub-consulting Utilization Form
- f) Section 0902B Statement of Responsibility
- g) Section 0905 Subcontracting/Sub-consulting Utilization Plan
- h) All signed Addenda (all pages)

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

Tab 3 – Executive Summary: Provide an Executive Summary of three pages or less which gives in brief, concise terms, a summation of your qualifications. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization is the most qualified in relation to the Scope of Work.

Tab 4 - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate of all partnership and sub consultants. If your firm intends to utilize subconsultants, review requirements identified in Sections 0900 and 0905 to ensure compliance with the City's Minority and Women Owned Business Enterprise Program.

Tab 5 – Team Structure and Personnel: Provide a general explanation and organizational chart which specifies program leadership, key personnel, and all other applicable team members, hierarchy and reporting relationships and responsibilities. Provide an explanation of how your team will interface within the team structure and with ABIA. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Responses shall include information about the team leadership and major sub consultant staff, detailing the following information:

- a) Name, title, and firm
- b) Proposed position on the program
- c) Employment history (resumes), education and professional licensure(s) for all key personnel

Tab 6 – Comparable Programs, Demonstrated Experience: Describe in detail, and provide examples of previous relevant corporate experience and individual experience for personnel who will be actively engaged in the program. Include names of all professional personnel involved who will be assigned to this program. Demonstrate experience and qualifications of firm and key staff in providing complete, executive program management services to support a multi-year, multi-billion-dollar capital improvement program at an active international US airport, or university, or similar public institution. Include experience providing services in an integrated team setting that includes public staff representing multiple departments and or agencies as well as private consulting firms.

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- a) A representative list of key individuals and their past or current programs performed by the person that is relevant to the proposed program. For each person listed include:
 - i) Program name, location, duration and dates worked on the program
 - ii) The role the key individual held on the program
 - iii) Brief description of the program scope and complexity
- b) A representative list of past or current programs performed by the firms. Responses shall include information about the program manager and major sub-consultant staff. Responses shall include, at a minimum, the following information:
 - i) Program name, location, duration and dates key staff worked on the Program
 - ii) Brief description of the program and how that role relates to the program detailed in the Scope of Work.
 - iii) Contract Value

Tab 7 – References:

Provide a list of three (3) current or previous references with which your firm has provided similar services to those described in the Scope of Work and of a similar scale to the AMP. All reference information shall be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow-up. Each reference shall include the following:

- a) Agency name
- b) Agency contract manager name and title, direct phone number and email address
- c) Year contract was awarded and length of contract
- d) Brief overview of contract services including the size and scale of program
- e) Key personnel from your firm assigned to the contract

Tab 8 – Program Approach: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment of the Program Concept and Solution. Programs are considered similar in scope and complexity if they include: Program management of a multi-year, multi-billion-dollar capital improvement program at an active international U.S. airport, university, or similar public institution. Specifically, provide:

- a) A recommended methodology or approach for addressing the Scope of Work.
- b) A brief discussion of program considerations and key challenges, including special problems and risks. Include Offeror's approach to meeting key challenges. Identify potential mitigating measures to address special problems and risks.
- c) Comment on adequacy of ABIA's schedule/timetable for completing the AMP.
- d) A brief description of how the team intends to manage its resources given that multiple tasks will occur concurrently. Describe how the team intends to manage resources through interaction with multiple stakeholders with potentially conflicting program goals.
- e) A description of your work program by tasks. Detail the steps you will take in proceeding from task 1 to the final tasks. Include the points at which written, deliverable reports will be provided.

Tab 9 – Program Concept and Solution: In narrative format, define in detail your understanding of the requirements presented in the Scope of Work and your proposed solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your response.

- a) Describe your approach to determining the program needs, solving the program needs, advancing the program and delivering the facilities identified in the master plan.
- b) Provide program specific detail for following items:
 - i) Provide recommendations for program organization to most effectively and efficiently complete projects.

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- ii) Provide an implementation plan that identifies the scope, program costs and schedule for the programs listed in the AMP
 - iii) Provide a solution for how the AMP proposed programs will be integrated into the Airport's existing renewal and replacement programs.
 - iv) Provide solution for the development of a program management plan
 - v) Provide a risk management plan to include identification and recommended mitigation
 - vi) Provide program delivery strategies
 - vii) Provide strategy for program controls to include schedule controls, cost controls and reporting
 - viii) Provide strategy for organizing program procurements in order to be most effectively and efficiently completed. Include strategies for proposed changes to the City organization to best implement the program.
 - ix) Provide strategy for organizing the work payment processing in order to be most effectively and efficiently completed. Include proposed changes to the City organization to best implement the program.
 - x) Provide a list any technologies and/or software recommended for program implementation.
 - xi) Provide overview of strategy for financing and development options for implementation of the program.
 - i) Provide overview of strategy for legal guidance on the implementation of the program.
2. **Acceptance Period:** All responses are valid for a period of one hundred eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the response.
3. **Proprietary or Confidential Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the response to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.
4. **PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify a response which may be required by the City shall be the sole responsibility of the Offeror.
5. **COMPLIANCE:** The Offeror agrees to compliance with terms of this RFQS and with all applicable rules and regulations of Federal, State, and Local governing entities.
6. **EVALUATION FACTORS AND AWARD**
- a) **Competitive Selection:** This procurement will comply with applicable City Policy. The most qualified Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b) below shall be applied to all eligible, responsive Offerors in comparing responses and selecting the most qualified Offeror. Award of a Contract may be made without discussion with Offerors after the responses are received. Responses should, therefore, be submitted on the most favorable terms.
 - b) **Evaluation Factors:** All responses will be evaluated based on the following criteria and rankings.
Maximum 100 points.

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Team Structure and Personnel (Tab 5)	20 points
Comparable Programs, Demonstrated Experience, and References (Tabs 6 & 7)	30 points
Program Approach (Tab 8)	25 points
Program Concept and Solution (Tab 9)	25 points

- c) **Presentations, Demonstrations and Interviews are Optional:** The City will score responses on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-Listed” Offerors may be invited for presentations, interviews or demonstrations with the City. The City reserves the right to re-score “short-listed” responses as a result, and to make award recommendations on that basis. If the City elects to interview “short-listed” offerors or request presentations, the City anticipates those meetings to take place on April 2nd, 2019.

Section 0630: Exceptions Checklist

Solicitation Number: RFQS 8100 MMO4000

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

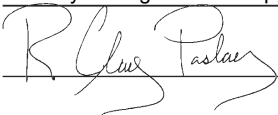
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28th day of February, 2019

CONTRACTOR	<u>Paslay Management Group, L.P.</u>
Authorized Signature	<u></u>
Title	<u>President and Managing Partner</u>

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

As a member of the PMG team, Nossaman is not presently aware of any potential or actual conflicts of interest under Texas law regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract. However, out of an abundance of caution, Nossaman discloses that Nossaman advises the Leander Independent School District in connection with environmental approvals for a new access road to the Vandergrift High School campus in Travis County, Texas. The City of Austin opposes the proposed road because it would go through an endangered species preserve set aside in connection with a permit held by the City of Austin and Travis County, Texas. The Nossaman attorneys working on the School District matter received a prospective conflict waiver from the City at the outset of the School District work. In addition, these attorneys will not participate as members of the Executive Program Manager team. Further, in an abundance of caution, Nossaman is prepared to pursue waivers from the City and the school district if needed.

MBE/WBE Utilization

Because the current scope requires respondents to provide four named individuals, our response addresses this requirement. The named individuals we have proposed, and their firms, have the demonstrated capability and experience to appropriately address the scope of work. We were unable to identify named individuals and firms with the necessary experience to fill these roles.

However, as part of our good faith efforts, we were able to identify an MBE firm, **Escamilla & Poneck LLP**, that we believe could provide additional support in construction and procurement legal services. However, the scope of work did not provide a specific way to break these services down. When a contract is negotiated with ABIA, our team will know with more precision the opportunities to utilize Escamilla & Poneck. For this reason we have NOT indicated in our subcontracting utilization forms that we are contracting with this firm. If contract negotiations with ABIA result in a scope of work appropriate for the addition of Escamilla & Poneck, we will file amended subcontracting utilization forms with the City.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFQS 8100 MMO4000
SOLICITATION TITLE: EXECUTIVE PROGRAM MANAGER SERVICE

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

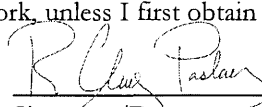
- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Paslay Management Group, L.P.		
City Vendor ID Code	V00000955781		
Physical Address	306 West Seventh Street, Suite 505		
City, State Zip	Ffort Worth, TX 76102		
Phone Number	(972) 5650-1062	Email Address	cpaslay@pmglp.com
If the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</div><div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div></div>		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between;"><div><u>R. Clay Paslay, President and Managing Partner</u> Name and Title of Authorized Representative (Print or Type)</div><div style="text-align: center;"> Signature/Date</div><div>February 28, 2019</div></div>			

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:	RFQS 8100 MMO4000
SOLICITATION TITLE:	EXECUTIVE PROGRAM MANAGER SERVICE

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☒ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☒ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☒ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

STATEMENT OF RESPONSIBILITY



STATEMENT OF RESPONSIBILITY

Minority-owned, Women-owned Business and Disadvantaged Business Enterprise Procurement Programs

In accordance with City Code Chapters 2-9A and 2-9B, as amended, establish a Minority-owned Business Enterprise and Women-owned Business Enterprise (MBE/WBE) Procurement Program in Construction and Professional Services; and in accordance with the U.S. Department of Transportation Disadvantaged Business Enterprise Program set forth in Title 49 CFR Part 26, the City has established Disadvantaged Business Enterprise (DBE) Program in Construction, Professional Services, and Commodity purchases. The aim of these programs are to promote local and federal certified business participation in City procurements, through its prime contract awards and subcontracts, and to afford MBE's, WBE's, and DBE's an opportunity to compete for City contracts. In particular, the programs encourage bidders or proposers to provide opportunities to certified MBE's, WBE's, and DBE's for subcontracts or related contracts. A subcontractor, firm or supplier for the purposes of this form is defined as any person or Business Enterprise providing goods, labor, or services to a bidder or proposer if such goods, labor, or services are procured or used in fulfillment of the bidder's or proposer's obligations arising from a contract with the City. In accordance with City Code Chapters 2-9A, 2-9B and Title 49 CFR Part 26, goals for MBE, WBE, and DBE participation differ from contract to contract, based on the type of contract, the availability of MBE's, WBE's and DBE's to perform the functions of the contract, and other factors.

Although the specific scopes of work and the magnitude of the scopes for this solicitation cannot be determined at this time, once scopes have been identified as subcontracting opportunities, the bidder or proposer must contact the City's Small & Minority Business Resources Department for an availability list and goal determination. At that time, the Proposer shall submit a MBE, WBE and DBE Compliance Plan meeting such goals or provide documentation detailing their Good Faith Efforts to meet the established MBE, WBE and DBE goal. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

I understand that I am responding to a Request for Qualification (RFQ) Solicitation. If chosen for this Solicitation, the City of Austin will require me to comply with the City Code Chapters 2-9A, 2-9B and 49 CFR Part 26 U.S. Department of Transportation's Disadvantaged Business Enterprise Program, and this signed Statement of Responsibility is my commitment to the requirements of the MBE, WBE and DBE Programs which are a part of my contract with the City of Austin.

R. Clay Paslay, President and Managing Partner

Name and Title of Authorized Representative (Print or Type)

R. Clay Paslay
Signature

February 28, 2019

Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

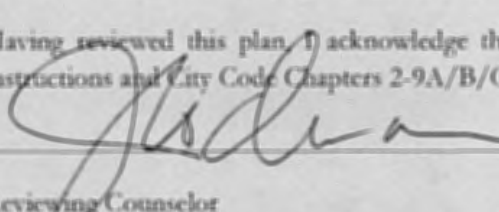
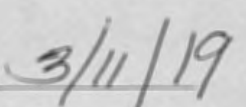
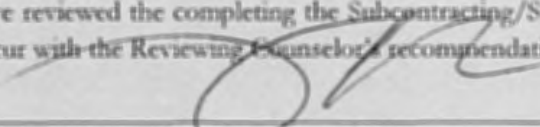
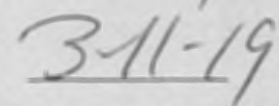
SOLICITATION NUMBER: RFQS 8100 MMO4000
SOLICITATION TITLE: EXECUTIVE PROGRAM MANAGER SERVICE

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Nossaman LLP ✓
Vendor ID Code	V00000940366
Contact Person	Anisa Salam Phone Number: (949) 477-7609
Additional Contact Info	Fax Number: (213) 612-7801 E-mail: rfps@nossaman.com
Amount of Subcontract	\$ TBD
List commodity codes & description of services	96149 - Legal Services, Attorneys
Justification for not utilizing a certified MBE/WBE	We have been unable to identify certified firms ready, willing, and able with the experience necessary to provide the required services

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Frasca & Associates, LLC ✓
Vendor ID Code	V00000959041
Contact Person	Kenneth Cusine Phone Number: (212) 355-4-050 Ext. 102
Additional Contact Info	Fax Number: (212) 355-3756 E-mail: kcusine@frascallc.com
Amount of Subcontract	\$ TBD
List commodity codes & description of services	9468- Financial Advisors 9464825 - Financial Advisor Services
Justification for not utilizing a certified MBE/WBE	Frasca is a certified WBE in several jurisdictions and is currently looking into obtaining certification with the City of Austin.

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the Offeror <input checked="" type="checkbox"/> HAS or <input type="checkbox"/> HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.	
 Reviewing Counselor	 Date
I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and <input checked="" type="checkbox"/> Concur <input type="checkbox"/> Do Not Concur with the Reviewing Counselor's recommendation.	
 Director/Assistant Director or Designee	 Date

Good Faith Subcontractor Outreach Effort

Comm Cd	Comm Desc	Vendor Code	M/WBE	G	Ethnicity	Cert Status	Cert End	60 Day Grace	Vendor Name	Vendor DBA	Street Address	Street Address 2	City	State	Postal Code	Location	Phone	Fax	Email
91849	Finance/Economics Consulting	V00000917827	MWDB	F	Hispanic	Certified	4/4/2020	6/3/2020	BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC COMMUNITY DEVELOPMENT		Po Box 151708		Austin	Tx	78715-1708	AU	512-366-8183		mara.ash@bafolutions.com
91849	Finance/Economics Consulting	V50000021229	MDB	M	Hispanic	Certified	1/31/2020	3/31/2020	MANAGEMENT CO INC HICKS & CO ENVIRONMENTAL/ARCHEOLOGICAL		317 South Main Street		Lockhart	Tx	78644	SL	512-398-7129	512-376-7304	rudyr@ccaustin.com
91849	Finance/Economics Consulting	SAN2347000	WDB	F	Caucasian	Certified	5/12/2020	7/11/2020	CONSULTANTS	HICKS & CO	1504 W 5th St		Austin	Tx	78703-5157	AU	512-478-0858	512-474-1849	HICKS@HICKSENV.COM
91849	Finance/Economics Consulting	V00000917174	MDB	M	African American	Certified	5/31/2021	7/30/2021	JN3 Global Enterprises LLC	Excel Global Partners LLC	6034 West Courtyard Drive	Suite #150	Austin	Tx	78730	AU	512-501-1155		jnowlin@excelglobalpartners.com
91849	Finance/Economics Consulting	PAT7048530	WDB	F	Caucasian	Certified	3/22/2021	5/21/2021	KNUDSON LP		6705 Hwy 290 W Ste 502 #222		Austin	Tx	78735	AU	713-463-8200	713-463-8011	doooley@knudsonservices.com
91849	Finance/Economics Consulting	PRI3769850	MDB	M	African American	Certified	2/17/2020	4/17/2020	LAW OFFICE OF WAYMAN L PRINCE		9111 Katy Fwy Ste 301		Houston	Tx	77024	TX	713-467-1659	713-467-1686	WAYMAN@WLPLAW.COM
91849	Finance/Economics Consulting	MON8308161	MDB	M	Hispanic	Certified	5/12/2020	7/11/2020	MONTEMAYOR BRITTON BENDER PC		2525 Wallingwood Dr	Bldg 1 Ste 200	Austin	Tx	78746	AU	512-442-0380	512-442-0817	a@montemayorhill.com
91849	Finance/Economics Consulting	V00000935768	W8	F	Caucasian	Certified	8/4/2019	10/3/2019	Nelisa Heddin Consulting, LLC		301 Palos Verdes		Austin	Tx	78734	AU	5125891028		nheddin@nelisaheddinconsulting.com
91849	Finance/Economics Consulting	V50000031819	MDB	M	Asian	Certified	11/30/2020	1/29/2021	PowerFin Texas Solar Projects LLC		100 Congress Avenue	17th Floor	Austin	Tx	78701	AU	5123948767	8153018808	lpham@powerfinpartners.com
91849	Finance/Economics Consulting	SNA8315942	MDB	M	African American	Certified	4/30/2021	6/29/2021	SNAP MANAGEMENT GROUP INC		901 East 12th Street		Austin	Tx	78702	AU	512-477-8788	512-474-8788	Darrell@snapmgt.com
91849	Finance/Economics Consulting	V00000938412	MWB	F	African American	Certified	6/5/2020	8/4/2020	Sheryl N. Cole	Sheryl Cole & Associates LLC	4101 Wildwood	Austin Texas 78722	Austin	Tx	78722	AU	5127975305	5127975305	cole.sheryl@gmail.com
91849	Finance/Economics Consulting	V50000034326	MWDB	F	African American	Certified	2/22/2020	4/22/2020	The Entermedia Group, LLC	TEG	7719 Woodhollow Drive, Suite 219		Austin	Tx	78731	AU	512-553-8341		lorraine.jordan@theentermediagroup.com
91849	Finance/Economics Consulting	V00000921257	W8	F	Caucasian	Certified	4/22/2019	6/21/2019	Woollard Nichols and Associates		3308 Treadsoft Cove		Austin	Tx	78748	AU	5129409739		kelly@woollardnichols.com
91874	Legal Consulting	ALT8322417	MDB	M	Hispanic	Certified	7/7/2019	9/5/2019	ALTURA SOLUTIONS L P		4214 Medical Parkway, Suite 201		Austin	Tx	78756	AU	512-410-7059		jel@alturasolutionslp.com
91874	Legal Consulting	V00000926068	WDB	F	Caucasian	Certified	6/24/2019	8/23/2019	Austin Texas Mediators LLC	Mediators of Texas	4500 Williams Drive	Suite 212-111	Georgetown	Tx	78633	SL	5129669222		info@austintexasmediators.com
91874	Legal Consulting	V00000905169	MDB		Hispanic	Certified	1/31/2022	4/1/2022	ESCAMILLA & PONECK, LLP		700 N St Marys St Ste 850		San Antonio	Tx	78205	TX	210-225-0001	2102250041	dponeck@escamillaponeck.com
91874	Legal Consulting	V00000913913	MWB	F	Asian	Certified	1/10/2020	3/10/2020	Hsuequity, Inc.		13706 Research Blvd.	Suite 204	Austin	Tx	78750	AU	512-900-3999	5129004999	hsuequity@gmail.com
91874	Legal Consulting	V00000917174	MDB	M	African American	Certified	5/31/2021	7/30/2021	JN3 Global Enterprises LLC	Excel Global Partners LLC	6034 West Courtyard Drive	Suite #150	Austin	Tx	78730	AU	512-501-1155		jnowlin@excelglobalpartners.com
91874	Legal Consulting	V00000936989	WDB	F	Caucasian	Certified	8/31/2019	10/30/2019	Kimberly Eckmann	Postmodern Global Solutions,	27 Troon Drive		Austin	Tx	78738	SL	5122893346		eckmann.kimberly@gmail.com
91874	Legal Consulting	PRI3769850	MDB	M	African American	Certified	2/17/2020	4/17/2020	LAW OFFICE OF WAYMAN L PRINCE		9111 Katy Fwy Ste 301		Houston	Tx	77024	TX	713-467-1659	713-467-1686	WAYMAN@WLPLAW.COM
91874	Legal Consulting	V00000942165	WDB	F	Caucasian	Certified	2/6/2020	4/6/2020	Lynch Service Company, LTD		4408 Spicewood Springs Road		Austin	Tx	78759	AU	5123546848	5125320826	natalierlynch@gmail.com
91874	Legal Consulting	V00000949248	WDB	F	Caucasian	Certified	12/12/2020	2/10/2021	Stephanie Kaminitsky Tucker	Tucker Diversified Interests LLC	8208 Talbot Lane		Austin	Tx	78746	AU	3183440856		stucker128@gmail.com
91874	Legal Consulting	WEB5087500	M8	M	African American	Certified	8/22/2019	10/21/2019	WEBB & WEBB		2028 E. Ben White Boulevard	Suite 425	Austin	Tx	78741	AU	512-472-9990	512-472-3183	s.p.webb@webbwebblaw.com
96149	Legal Services, Attorneys	V00000926068	WDB	F	Caucasian	Certified	6/24/2019	8/23/2019	Austin Texas Mediators LLC	Mediators of Texas	4500 Williams Drive	Suite 212-111	Georgetown	Tx	78633	SL	5129669222		info@austintexasmediators.com
96149	Legal Services, Attorneys	V00000911092	W8	F	Caucasian	Certified	11/29/2020	1/28/2021	EKHP Consulting LLC		425 Oak Springs Dr.		Seguin	Tx	78155	TX	512-925-4541	8303721029	bill@ekhpconsulting.com
96149	Legal Services, Attorneys	V00000913913	MWB	F	Asian	Certified	1/10/2020	3/10/2020	Hsuequity, Inc.		13706 Research Blvd.	Suite 204	Austin	Tx	78750	AU	512-900-3999	5129004999	hsuequity@gmail.com
96149	Legal Services, Attorneys	V00000936989	WDB	F	Caucasian	Certified	8/31/2019	10/30/2019	Kimberly Eckmann	Postmodern Global Solutions,	27 Troon Drive		Austin	Tx	78738	SL	5122893346		eckmann.kimberly@gmail.com
96149	Legal Services, Attorneys	PRI3769850	MDB	M	African American	Certified	2/17/2020	4/17/2020	LAW OFFICE OF WAYMAN L PRINCE		9111 Katy Fwy Ste 301		Houston	Tx	77024	TX	713-467-1659	713-467-1686	WAYMAN@WLPLAW.COM
96149	Legal Services, Attorneys	V00000953293	MWB	F	Hispanic	Certified	7/31/2021	9/29/2021	Sandra Lee Moreno	Sandra Lee Moreno Attorney at	2117 Cesar Chavez St		Austin	Tx	78702	AU	5125600063	5124725335	sandra@smorenowlaw.com
96149	Legal Services, Attorneys	WEB5087500	M8	M	African American	Certified	8/22/2019	10/21/2019	WEBB & WEBB		2028 E. Ben White Boulevard	Suite 425	Austin	Tx	78741	AU	512-472-9990	512-472-3183	s.p.webb@webbwebblaw.com

Austin Ad:

**SUBCONTRACTING OPPORTUNITIES
FOR
CITY OF AUSTIN QUALIFIED AND CERTIFIED
MINORITY-AND WOMEN-OWNED BUSINESS ENTERPRISES (MBE/WBE)**

The Paslay Management Group, L.P. invites qualified City of Austin certified Minority-and Women-Owned Business Enterprises (MBE/WBE) to submit Statements of Interest for possible subcontracting opportunities in response to the City of Austin Bid # RFQS 8100 MMO4000 for Executive Program Manager Services.

Subcontracting opportunities may include:

- **Legal Advisory Services:** Certified firms experienced in structuring and negotiating public procurements and contracts for large scale, airport design and construction projects valued over \$1B, including procuring and structuring public/private partnership agreements.

- **Financial Advisory Services:** Certified firms registered with the Securities and Exchange Commission and experienced in structuring a plan of finance for large, airport development projects valued over \$1B, including public/private partnership financings.

Forward a Statements of Interest with qualifications and experience to austin@pmgllp.com by 5 p.m. CST 2/25/19.

Q	Name	E-mail
1	Alma Solera, LP	jell@almasolera.com
2	Austin Texas Mediation, LLC	info@austinmediators.com
3	Business & Financial Management Solutions, LLC	maria.ah@bafmsolutions.com
4	Community Development Management CO	nudyj@ccAustin.com
5	ENP Consulting LLC	billie.chapman@enp.com
6	Escamilla & Penick, LLP	dpennick@escamillapenick.com
7	Hicks & CO Environmental/Anthropological Consultants	hicks@hickscorp.com
8	Hydiquity, Inc.	hudsonj@hydiquity.com
9	JH Global Enterprises, LLC	jhoover@jgenterprises.com
10	Kinderly Estimation	extarmon.kimberly@gmail.com
11	KNOXSEN, LP	dknox@knoxservices.com
12	Law Office of Wagnier L. Prince	wprince@lwp.com
13	Lynch Service Company, LTD	mls@lynchservice.com
14	Montemayor Britton Bender PC	mlb@montemayor.com
15	Nelson Holden Consulting, LLC	ah@nelsonholden.com
16	Powderline Texas Solar Projects, LLC	tp@powderlinepartners.com
17	Sander Lee Moore	amanda@smleemore.com
18	Shery N. Cole	cole.shery@gmail.com
19	Snip Management Group, INC	Curvel@snipgroup.com
20	Stephanie Kimmick Tucker	stucker14@gmail.com
21	The Entermidea Group, LLC	loriane.jordan@theentermideagroup.com
22	WEBB & WEBB	s.p.webb@webbwebb.com
23	Woolard Nelson and Associates	kelly@woolardnelson.com

Company	Certification	Legal	Finance	Other Notes
Business & Financial Management Solutions LLC	Minority/Women/Disadvantage			2/15 Left VM on recording; no direct answer
Community Development Management CO	Minority/Disadvantage			2/15 Direct Connect; Left message with message taker
Hicks & CO Environmental/Archeological Consultants	Women/Disadvantage			2/15 Direct Connect; Requested offer be resent to correct email address; <u>firm declined via email on 2/15/19</u>
JN3 Global Enterprises LLC	Minority/Disadvantage			2/15 left VM; recording said "out of office until 3/23 or 24"; <u>subsequent email rec'd declining 2/15/19</u>
KNUDSON LP	Women/Disadvantage			2/15 direct contact; advised email was incorrect and correct rec'd; resent info to firm
Montemayor Britton Bender PC	Minority/Disadvantage			Spoke with firm; had wrong email; resent with correct email
Nelisa Heddin Consulting, LLC	Women			rec'd VM; left message advising of sent email opportunity
PowerFin Texas Solar Projects LLC	Minority/Disadvantage			rec'd VM; left message advising of sent email opportunity
Snap Management Group, INC	Minority/Disadvantage			rec'd VM; left message advising of sent email opportunity
Sheryl N. Cole	Minority/Women			rec'd VM; left message advising of sent email opportunity; rec'd returned VM and text from Sheryl confirming interest and inquiring about format; spoke with Sheryl 2/15 and resent the ad info; <u>submission received</u>
The Entermedia Group, LLC	Minority/Women/Disadvantage			left VM message with Lorraine Jordan regarding 2/14 email and follow up contact info for PMG; <u>firm declined via email 2/18/19</u>
Woollard Nichols and Associates	Women			left VM message on Kelly's VM regarding 2/14 email and follow up for PMG
Altura Solutions, LP	Minority/Disadvantage			spoke with Lynda who provided a preferred email address of lynda@alturasolutionslp.com
Escamilla & Poneck, LLP	Minority/Disadvantage			spoke with Michele 2/15 who advised she would flag the proposal for "d" poneck who the email was sent to
Lynch Service Company, LTD	Women/Disadvantage			spoke with Natalie who confirmed receipt and advised she would consider
Stephanie Kaminitsky Tucker	Women/Disadvantage			left VM message on Stephanie's VM; spoke directly with Stephanie on 2/18 and was advised she was interested; <u>proposal received</u>
Austin Texas Mediators LLC	Women/Disadvantage			left VM
EKHP Consulting LLC	Women			connected with Bill who advised the email address was incorrect and should have been ".net"; McKeough resent email on 2/15
HsuEquity, Inc.	Minority/Women			Spoke with woman answering phone who confirmed receipt
Kimberly Eckmann	Women/Disadvantage			Left VM message on Kim's voicemail
Wayman Prince	Minority/Disadvantage			Left VM on general message recorder; <u>received resume/cert. submission 2/18/19</u>
Sandra Lee Moreno	Minority/Women			Left VM; <u>on 2/18/19 received response declining</u>
WEBB & WEBB	Minority			Diana received call from Steven Webb on 2/15 and McKeough directly spoke with Mr. Webb on 2/15; he advised he did not have direct experience with construction contracts/was a contractor to the M/WBE Program as a hearing officer; would submit his firm's qualifications

Austin Email Response from MWBE

	SUBJECT	RECEIVED	SIZE	CATEGORIES
4	Date: Today Kevin Opp Re: Response to subcontract for RFQS 8100 MMO4000 for Executive Program Manager Services Thank you for confirming receipt. Best, Kevin Kevin Opp Associate Office: 512-614-6799	Mon 2/25/2019 2:31 PM	108 KB	
4	Date: Last Week Kevin Opp Re: Response to subcontract for RFQS 8100 MMO4000 for Executive Program Manager Services Apologies with the attachment Kevin Opp Associate Office: 512-614-6799	Wed 2/20/2019 3:01 PM	123 KB	
6	Stephanie Tucker Statement of Interest Please see the two attachments. One is a Statement of Interest and the other is my current resume. Sincerely, Stephanie Tucker (318) 344-0855 <info>	Tue 2/19/2019 7:54 PM	386 KB	
1	Wayman Prince BID: RFQ'S 8100 MMO4000 - FOR EXECUTIVE PROGRAM MANAGER SERVICES - RE: City of Austin... Dear Mr. McKeough: Please see the attached correspondence along with four (4) attachments regarding the above subject matter. I will look forward to your feedback. Your attention is appreciated. Sincerely, Way	Mon 2/18/2019 11:43 ...	420 KB	
4	Date: Two Weeks Ago Microsoft Outlook Undeliverable: City of Austin Certified Minority-and Women-Owned Business Enterprises Delivery has failed to these recipients or groups: idk@cityofaustintexas.com <mailto:idk@cityofaustintexas.com> Your message couldn't be delivered. Despite repeated attempts to deliver your message, scanning the Domain Name System (DNS) for the v	Sat 2/16/2019 4:17 PM	245 KB	
45	Microsoft Outlook Undeliverable: City of Austin Certified Minority-and Women-Owned Business Enterprises Delivery has failed to these recipients or groups: gale@attandsonship.com <mailto:gale@attandsonship.com> Your message wasn't delivered. Despite repeated attempts to deliver your message, the recipient's email system refused to accept it connect	Sat 2/16/2019 4:17 PM	254 KB	
3	Wayman Prince RE: City of Austin Certified Minority-and Women-Owned Business Enterprises Dear Margaret McKeough: Office: (703) 503-9257 Please see the attached Resume of Attorney Wayman L. Prince for your Subcontracting Opportunities for City of Austin Que	Fri 2/15/2019 10:19 AM	159 KB	
	The Fowler Law Firm Thank you for your submission! Thank you for contacting us. We will get back to you as soon as possible. <info>	Thu 2/14/2019 5:11 PM	41 KB	
	Kelly Nichols Automatic reply: City of Austin Certified Minority-and Women-Owned Business Enterprises Happy Valentine's Day! President's Day! I will be out of the office through Monday, February 18th and will not be checking email regularly. If it's urgent, please text me at (312) 940-9799 or contact Sam Winkless at sam@winklessnichols.com <info>	Thu 2/14/2019 4:17 PM	83 KB	
45	Microsoft Outlook Undeliverable: City of Austin Certified Minority-and Women-Owned Business Enterprises https://products.office.com/en-us/microsoft-office-messaging?ui=en-US&rs=en=US&ad=US&os=en-us Your message to almonemaymay@gmail.com couldn't be delivered. A warning found at monemayyehit.com	Thu 2/14/2019 4:16 PM	221 KB	
45	Microsoft Outlook Undeliverable: City of Austin Certified Minority-and Women-Owned Business Enterprises Delivery has failed to these recipients or groups: q@mcnemaya.com <mailto:q@mcnemaya.com> <mailto:almonemaymay@gmail.com> Your message couldn't be delivered. The Domain Name System (DNS) reported that the recipient's domain does not exist. Contact the r	Thu 2/14/2019 4:16 PM	180 KB	
6	City of Austin City of Austin Certified Minority-and Women-Owned Business Enterprises	Thu 2/14/2019 4:16 PM	95 KB	
6	Margaret McKeough Assistance with Greater Austin Hispanic Chamber of Commerce Hello, I am following up on our telephone conversation yesterday regarding the ability of the Chamber to promote Civi of Austin MBE/WBE subcontracting opportunities for firm is considering for a City of Austin procurement. RFQS 8100 MMO4000, for	Thu 2/14/2019 1:16 PM	174 KB	

Currently displaying all messages newer than 12 months.

LEADS

10 Block 17 Brushy Creek North, \$333,200, document #2019009504.

First Omega Partners Ltd. to Charles Allen Rohrer and Darcy Lee Rohrer, 616 scenic bluff Dr., Georgetown 78628, Lot 21 Block A Crescent Bluff, \$330,936, document #2019009470.

KB Home Lone Star Inc. to Thanh and April Dang, 612 Kolbe Dr., Round Rock 78665, Lot 28 Block B Freeman Park, \$330,672, document #2019008088.

Chesmar Homes Austin Ltd. to Jarrett Bradley Backer and Ashley Yvonne Barker, 105 Fairbelle Trl., Georgetown 78626, Lot 11 Block C Saddle Creek, \$323,909, document #2019008051.

SDI Residential LLC to Khien D. Nguyen and Cuc T.K. Nguyen, 720 Battleground Dr., Georgetown 78628, 8V-26 Gardens at Verde Vista, \$320,385, document #2019008495.

Geoffrey Alan Fredericks and Sally Jo Fredericks to Charles E. Jr. and Susan L. Parker, 5732 Sabala Dr., Round Rock 78665, Lot 9 Block NN Siena, \$320,000, document #2019008042.

Richard Joseph Dominguez and Jo-Elen Dominguez to Prashanth Pellisetty and Kunal Vercella, 3122 Caballe Ranch Blvd., Cedar Park 78641, Lot 13 Block G Caballe Ranch, \$320,000, document #2019008451.

Joe M. and Janet A. Robinson to Matthew and Katelyn Fredericks, 10600 Hard Rock Rd., Austin 78750, Lot 6 Block A Millrun Village

at Andersen MRL, \$315,000, document #2019009141.

Joshua A. and Lynn Hill to Collin Stanford, 2206 Ezra Ct., Deer Park 78613, Lot 28 Block L Silverado West, \$314,400, document #2019008418.

KB Home Lone Star Inc. to Jason and Jana Real, 1016 Plano Ln., Leander 78641, Lot 39 Block M Mason Ranch, \$313,399, document #2019008639.

Pulte Homes of Texas LP to Mustafa Ghulam Ali and Humera Hussain, 13907 Eucalyptus Bend, Austin 78717, 829 Farmer Crossing Condominiums, \$310,670, document #2019008662.

Aeromex LLC to Matthew Christopher Vengas and Evangelina Vengas, 509 Magan Ln., Jarrell 76537, Lot 50 Block E Home Place at Jarrell, \$307,600, document #2019008747.

National Residential Neomline Services Inc. to Richard Kim, 1217 Fox Sparrow Trl., Cedar Park 78613, Lot 5 Block E Cypress Hill, \$307,218, document #2019008647.

KB Home Lone Star Inc. to David Kennett, 1029 Brenham Ln., Leander 78641, Lot 7 Block P Mason Ranch, \$307,185, document #2019008091.

Pulte Homes of Texas LP to Shiv Prasad Kumar Kothapalli and Sharmila Kanthalya Srinivasan, 9901 Querida Dr., Austin 78717, 882W Farmer Crossing Condominiums, \$304,224, document #2019008149.

KB Home Lone Star Inc. to Daniel Rodrigo and Ingrid Da

Costa, 1301 Backcountry Dr., Leander 78641, Lot 13 Block K Mason Ranch, \$302,116, document #2019008098.

Building Permits - Commercial

CITY OF AUSTIN

Austin Commercial LP, commercial alteration at 2800 Spirit of Texas Dr., (interior nonstructural demo), \$100,000.

Panjwani Energy LLC, commercial addition/alteration at 1919 S. Pleasant Valley Rd., (addition and remodel to service station), \$260,000.

RGD Builders Inc., commercial building at 9900 S. I-H 35 Service Rd. SB Bldg. D, (retail bldg.), \$1,600,000.

CITY OF GEORGETOWN

GHIA Inc., commercial building at 225 White Heron Dr., \$229,231, Wesleyan Homes Senior Community (duplex), \$564,888.

GHIA Inc., commercial building at 237 White Heron Dr., \$237,239, Wesleyan Homes Senior Community (duplex), \$537,763.

GHIA Inc., commercial building at 243 White Heron Dr., \$243,245, Wesleyan Homes Senior Community (duplex), \$551,622.

GHIA Inc., commercial building at 249 White Heron Dr., \$249,251, Wesleyan Homes Senior Community (duplex), \$547,476.

(duplex), \$547,476.

GHIA Inc., commercial building at 205 White Heron Dr., \$205,207, Wesleyan Homes Senior Community (duplex), \$474,037.

GHIA Inc., commercial building at 211 White Heron Dr., \$211,213, Wesleyan Homes Senior Community (duplex), \$512,415.

GHIA Inc., commercial building at 217 White Heron Dr., \$217,219, Wesleyan Homes Senior Community (duplex), \$564,888.

GHIA Inc., commercial building at 221 White Heron Dr., \$223,225, Wesleyan Homes Senior Community (duplex), \$551,622.

Wurzel Builders Ltd., commercial building at 3901 Williams Dr., (convenience store w/8 mtd gas canopy), \$475,000.

CITY OF SAN MARCOS

Hopson Builders, commercial alteration at 200 Springtown Way #108, Ideal Dental (interior finish-out), \$180,000.

The Struthoff Co. Inc., commercial alteration at 350 N. Guadalupe St. #160, JP Morgan Chase Bank (banat finish-out/renovation of a retail center suite into a new Chase Bank branch), \$1,008,488.

Turner Construction, commercial building at 1305 E. Uhlard Rd., Hays County Jail Training Bldg. (pre-engineered metal bldg. designated for training including classrooms/restrooms/showers and offices), \$2,000,000.

Building Permits - Residential

CITY OF AUSTIN

Austin Habitat for Humanity, single-family residence at 7225 Boyle Dr., \$105,000.

Austin Habitat for Humanity, single-family residence at 7229 Boyle Dr., \$105,000.

Austin Habitat for Humanity, single-family residence at 7217 Boyle Dr., \$105,000.

Avenue B Development LLC, single-family residence addition/alteration at 3210 Cupid Dr., \$350,000.

Blackburn Communities, single-family residence at 916 Burness Dr., \$277,000.

Cambridge Custom Homes LLC, single-family residence addition at 922 Gene Johnson St., (secondary dwelling), \$100,000.

Cambridge Custom Homes LLC, single-family residence at 922 Gene Johnson St., \$225,000.

Cary, D. and Allyssa A. Juby, single-family residence addition at 407 Lago Verde Dr., (guest house), \$150,000.

Century Land Holdings/JHH, multi-family residence at 8000 Gage Dr. #70, (condominium), \$440,960.

Century Land Holdings/JHH, multi-family residence at 3007 Gage Dr. #90, (condominium), \$441,450.

Clean Tag LLC, single-family residence alteration at 2401 Maritton Dr., \$150,000.

Craig Adale, single-family residence addition/alteration

at 204 Park Ln., \$274,100.

Dalgleish Construction, single-family residence alteration at 1201 Elm St. Bldg. B, \$120,000.

Dawson Lupul Builders, single-family residence addition/alteration at 5420 Mentview St., \$150,000.

DR Horton Homes, single-family residence at 10821 Gonzales Ranger Pass, \$163,215.

DR Horton Homes, single-family residence at 2412 Roth Terr., \$158,990.

DR Horton Homes, single-family residence at 8217 City Top Blvd., \$155,220.

DR Horton Homes, single-family residence at 11017 Defender Trl., \$145,080.

DR Horton Homes, single-family residence at 1005 Defender Trl., \$159,055.

DR Horton Homes, single-family residence at 3509 Blazey Dr., \$163,215.

DR Horton Homes, single-family residence at 7608 Lowenfield Dr., \$155,350.

DR Horton Homes, single-family residence at 7217 Ranchito Dr., \$186,420.

DR Horton Homes, single-family residence at 8204 City Top Blvd., \$155,220.

DR Horton Homes, single-family residence at 10920 Gonzales Ranger Pass, \$159,055.

Gift-Neehaus Properties, single-family residence at 1311 Arcadia Ave., \$750,000.

Greg Senes, single-family residence alteration at 1509 Bay Hill Dr., \$100,000.

Highland Homes LLC, single-family residence at 11409 American Mustang Loop, \$312,955.

Juniper Building Co., single-family residence addition at 3109 Northeast Dr., (secondary dwelling), \$100,000.

Juniper Building Co., single-family residence at 8501 Arnold Dr., \$225,000.

Juniper Building Co., single-family residence at 3100 Northeast Dr., \$141,000.

M/I Homes, single-family residence at 8721 Silas Way, \$201,068.

Mendi A. Management LP, single-family residence at 5014 Baker St., \$243,380.

Morgan Holland Homes, single-family residence addition/alteration at 3204 Stardust Dr., \$100,000.

Nalle Custom Homes Inc., single-family residence at 9805 Patricia Dr., \$1,750,000.

Pacasetter Homes LLC, single-family residence at 16508 Enamorado Rd., \$132,000.

Pacasetter Homes LLC, single-family residence at 16520 Enamorado Rd., \$150,000.

Pacasetter Homes LLC, single-family residence at 10321 Laurie Ln., \$148,000.

Paradisa Homes LLC, multi-family residence at 1100 Mahan Dr., (duplex), \$159,055.

Patriot Builders, single-family residence addition at 1324 Delane St., (secondary apartment), \$125,000.

Patriot Builders, single-family residence at 1324 Delane St., \$175,000.

Parry Homes LLC, single-family residence at 8004 Donnelly Dr., \$280,425.

Parry Homes LLC, single-family residence at 8013 Bactrie Bend, \$299,175.

Parry Homes LLC, single-family residence at 8013 Bactrie Bend, \$299,175.

Pulte Group, single-family residence at 10620 Laxon Bend, \$580,990.

Pulte Group, single-family residence at 10524 Laxon Bend, \$609,990.

Pulte Group, single-family residence at 10616 Laxon Bend, \$686,900.

Pulte Group, single-family residence at 15004 Tipples Terr., \$591,900.

Raja Pass, single-family residence alteration at 10611 Glass Mountain Trl., \$150,000.

Riverfalls Construction LLC, single-family residence addition/alteration at 1507 Richcreek Rd., \$236,000.

RSI Communities LLC, single-family residence at 7309 Silgo Dr., \$277,524.

Sage Construction LLC, single-family residence addition/alteration at 804 W. Annie St., (secondary apartment), \$125,000.

Texas Construction Co., single-family residence addition/alteration at 3005 Bowman Ave., \$175,000.

Texas Construction Co., single-family residence alteration at 4201 Lulworth Rd., \$356,200.

MARKETPLACE

Contact Shelby Benton at 512-494-2530 or sbenton@bizjournals.com to advertise

EMPLOYMENT

SOLUTION CONSULTING - SENIOR CONSULTANT AT FICO

Provide technical leadership on FICO Professional Services projects, to incl. designing, documenting & implementing Originations solution architecture. Req: Bach. or equiv.+ 5 yrs exp. Req: Dom. travel up to 50% of time. Job site: Austin, TX. Apply online at www.fico.com. Must reference job code 20810 for consideration. Unrestricted right to work in US req'd.

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Subcontracting opportunities may include:

- Legal Advisory Services:** Certified firms experienced in structuring and negotiating public procurements and contracts for large scale, airport design and construction projects valued over \$1B, including procuring and structuring public/private partnership agreements.
- Financial Advisory Services:** Certified firms registered with the Securities and Exchange Commission and experienced in structuring a plan of finance for large, airport development projects valued over \$1B, including public/private partnership financings.

Forward a Statement of Interest with qualifications and experience to austin@pmgpl.com by 5 p.m. CST 2/25/19.

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ROY CAVANAUGH | 512.497.7691

FOR SALE IMPERVIOUS COVER CREDITS

FOR USE IN AUSTIN CITY LIMITS & ETJ

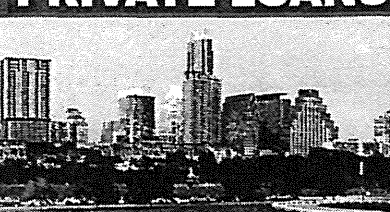


Barton Springs Zone and Urban Watershed are included. Info: www.TDNRATX.com Questions: caphen1947@gmail.com

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Greater Austin Black Chamber of Commerce

912 E 11th Street
Austin TX 78702

Contact liaison: Ms. LaGina Harris

communications@austinbcc.org

512-459-1181

Greater Austin Hispanic Chamber of Commerce

3601 Far West Blvd
Unit 204
Austin, TX 78731

Contact liaison: Ms. Karlie Ramirez

Kramirez@gahcc.org

512-476-7502

CITY OF AUSTIN

RFQS NO. 8100 MMO4000

SUBCONTRACTING UTILIZATION PLAN

GOOD FAITH EFFORTS

1. CONTACT SMBR

PMG received a copy of eligible, certified MBE/WBE firms from Ms. Jolene Cochran of the SMBR Program.

2. CONTACT M/WBE FIRMS

Utilizing the firm contact information received from the City of Austin SMBR, PMG issued an email communication to each firm on **(DATE) (copy enclosed)**. In addition, PMG placed a direct phone call inquiry to each firm identified on the eligible certified list. The results of these communications is summarized on the **matrix attached** and in the **attached additional email** correspondence received from the firms directly.

3. FOLLOW UP WITH RESPONDING M/WBE FIRMS

PMG received Statements of Interest from 3 firms in response to the outreach above. The firms were:

- Law Office of Wayman Prince
- Sheryl Cole and Associates LLC
- Tucker Diversified Interests LLC

PMG's primary legal consultant proposed for City of Austin RFQS 8100 MMO4000 contacted all three firms to discuss their qualifications. As a result, **COMPANY NAME** was added to PMG's subcontracting team to provide **(DEFINE SERVICES)**.

4. ADVERTISE

PMG placed an advertisement announcing the availability of subcontracting opportunities in the **(NAME OF PAPER)** on **(DATE)**. A copy of the advertisement is **enclosed**.

5. COMMUNITY ORGANIZATION SUPPORT

PMG collaborated with two Austin-based business associations to further promote the availability of subcontracting opportunities for the City of Austin RFQS 8100 MMO4000. The organizations are listed below. We contacted these organizations by phone and email on 2/13/19. **Documentation of our communications with these associations is enclosed.**

**Good Faith Effort
Compliance Determination Form
Project Name and Solicitation Number**

	Solicitation Goals	First Bidder Participation	Second Bidder Participation	Third Bidder Participation
	Base Bid	Paslay Mgmt Group, LP	R.W. Block Consulting, LLC	
MBE	No Goals	0	0	
African American	No Goals			
Hispanic	No Goals			
Asian/Native American	No Goals			
WBE	No Goals			

Before beginning the review, verify the following information:

- 1) MBE/WBE Certifications and Certified for Scopes of Work listed (Please note – If a firm does not show they are certified in eCapris, please verify if their name was listed on the availability list. If the company name was listed on the availability list, we must count their participation toward the respective MBE/WBE goal or subgoals.)
- 2) Verify percentages by calculating participation based on the Preliminary Bid Tabulation dollar amounts (Base Bid)
- 3) Verify there are no certified firms listed under Section V (Non-Certified firms)
- 4) Count MBE/WBE firms used as second/third level subcontractors
- 5) Count Primary hauling company (if certified) toward MBE/WBE participation
- 6) Contact certified firms to verify dollar amounts and scope of work listed on the compliance plan.

MINIMUM REQUIREMENTS

1	<p>Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means.</p> <p>The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must take appropriate steps to follow up with subcontractors who respond. The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.</p>	<ul style="list-style-type: none"> - Paslay Mgmt submit a copy of the written solicitation - Paslay submitted notice using two methods to notify M/WBE subcontractors. - Notices sent within the seven day timeline - Paslay follow up with interested MBE/WBEs.
2	<p>Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a bid.</p>	<ul style="list-style-type: none"> - Paslay provided this information on the solicitation notice.

3	Negotiate in good faith with interested MBEs/WBEs that	- Paslay elected to utilize non-certified
---	--	---

**Good Faith Effort
Compliance Determination Form
Project Name and Solicitation Number**

	<p>have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.</p>	<p>subconsultants on this contract. This is a no-goals determination.</p> <ul style="list-style-type: none"> - But followed up with interested MWBE's <ul style="list-style-type: none"> o Law Office of Wayman Price o Sheryl Cole & Associates o Tucker Diversified Interests
4	<p>Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.</p>	<ul style="list-style-type: none"> - Paslay did breakout scope of work between two certified firms for legal and financial services.
5	<p>Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).</p>	<ul style="list-style-type: none"> - Paslay performed the following: <ul style="list-style-type: none"> o Advertise with a Austin Business Journal o Advertise with a trade associations-Greater Austin Black & Hispanic Chamber of Commerce
6	<p>Use the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.</p>	<ul style="list-style-type: none"> - Yes Paslay solicited minority trade associations or minority chambers of commerce. - Paslay requested assistance from trade associations or minority chambers of commerce.
7	<p>Seek guidance from SMBR on any questions regarding compliance with this section.</p>	<ul style="list-style-type: none"> - Paslay contacted SMBR for any of the following: <ul style="list-style-type: none"> o Copy of certified MWBE firms-Availability List o Questions regarding the MBE/WBE Program

**Good Faith Effort
Compliance Determination Form
Project Name and Solicitation Number
ADDITIONAL EFFORTS**

1	Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.	- NA
2	Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.	- NA

Did the other bidders/proposers meet the goals? ☒ Yes ☐ No

If yes, were there any efforts that the other bidders/proposers performed that need to be considered in evaluating the lowest bidder's/proposer's efforts? Please explain.

They elected to utilize a local certified subconsultant for Public Outreach and Communications.

REMINDER – THE DIRECTOR MUST SPEAK WITH THE LOWEST COMPLIANT BIDDER IF LESS THAN HALF THE GOAL IS MET. THIS SHOULD HAPPEN BEFORE THE COMPLIANCE PLAN IS SIGNED.

GOOD FAITH EFFORT REVIEW – BREAKDOWN OF SMBR QUESTIONNAIRE RESPONSES RECEIVED FROM MBE/WBEs (Please breakdown the information per ethnic group)

Company	Bid Submitted Y/N	Scope of Work	Comments
30 Vendors			
See attached.			

GOOD FAITH EFFORT REVIEW – BREAKDOWN OF MBE/WBE BIDS/PROPOSALS REVIEWED (SUBMITTED WITH GOOD FAITH EFFORTS) (Please breakdown the information per ethnic group)

Company	Bid Submitted Y/N	Scope of Work	Comments
Law Office of Wayman Prince	N	Legal services	None
Sheryl Cole & Associates, LLC	N	Legal services	None
Tucker Diversified Interests, LLC	N	Legal services	None

**Good Faith Effort
Compliance Determination Form
Project Name and Solicitation Number**

Company	Bid Submitted Y/N	Scope of Work	Comments

SMBR REVIEWING COUNSELOR'S RECOMMENDATION

Based on the good faith effort review, the Bidder/Proposer is ☒ Compliant / ☐ Non-Compliant.
If non-compliant, please site the sections of the City Code below that were not achieved and attach the non-compliant memo.

Section 2-9(A)(B)(C)(D)-21(E)

Paslay Management is compliant through Good Faith Efforts. 2-9B-21 (E)

PLEASE NOTE: Reviews must be performed within the seven day timeframe as outlined by the Ordinance and Program Rules. The seven day time frame includes the conference call with SMBR Director. If additional time is needed by the 4th day of your review, email explanation of your request along with the amount of time needed to both your Supervisor and courtesy copy the Assistant Director. Both Supervisor and Assistant Director will review the request and inform you of the approval. If requests are not emailed, deadlines missed will be reflected on performance measures.

Augmentation – As stated on Section 2-9(A-D)-21 (H) (2), the Director may request clarification in writing of items listed in the compliance plan, provided such clarification is minor and shall not include the opportunity to augment listed MBE/WBE participation or Good Faith Efforts. Augmentation means to increase or add to and is not permitted.

As part of Pre-Award's compliance review process, there are times that clarification is required on in order to finalize the review of Compliance Plans submitted by Bidders/Proposers. Please note that clarification should be requested in writing with a deadline for submission. A request for a clarification does not allow Bidders/Proposers to resubmit Compliance Plans (increasing dollar amounts or adding new subcontractors) or submitting new Good Faith Effort documentation that was not included on their original packet on bid date. Clarification does not allow the Bidder/Proposer to correct math mistakes.

The following is not considered augmentation and a clarification may be requested:

1) **Clarification on subcontractor dollar amounts.** If the Bidder/Proposer included alternate items in the subcontractor dollar amounts listed on the Compliance Plan. Please remember that dollar amounts should only include base bid amounts. The clarification should be submitted in writing either via email or fax listing the subcontractors and the correct dollar amounts (these amounts should be decreases). The information should be submitted on one page and does not ask for a new Compliance Plan submission. Reminder, subcontractors may not be added to the Compliance Plan.

2) **Clarification on how to count participation for a dually certified firm.** If the Bidder/Proposer marked both MBE/WBE boxes, please request in writing, how participation should be counted and remind them that subs cannot be double counted.

GOOD FAITH EFFORT(GFE) FOLLOW-UP
VERIFICATION
Subcontractor Questionnaire

Please complete and return by **03/12/2019 before 5pm.**

From/Return To:

Jolene Cochran
Jolene.Cochran@austintexas.gov
Phone: 974-7673
Fax: 512-974-7601

Project Name

Executive Program
Manager Services at
ABIA

Solicitation Number

RFQS 8100 MMO4000

COA Project Manager

Christina Gamez
530-6717

Apparent Bidder Palsay Management Group, LP

~~R.W.X. Block Consulting LLC~~XXXXXXXXXX

Note: You may contact the designated points of contact(s) if you have any questions about the project or bid questions, Marian Moore, Capital Contracting Office, is the designated contact and can be reached at 974-2062.

Palsay Management Group, LP

1. Did your firm receive a solicitation from ~~R.W.X. Block Consulting LLC~~XXXXXXXXXX

- ☐ Yes
☐ No

If Yes, please indicate method.

- ☐ Email ☐ Fax ☐ Telephone ☐ U.S. Mail
☐ Other (Please indicate)

Please indicate date received.

2. Did your firm receive additional bid opportunity notices from:

- ☐ SMBR
☐ Newspaper or other publication
☐ Trade Association
☐ Other (Please indicate)

If you received additional bid opportunity notices from a Trade Association, please indicate which association.

3. Did your firm submit a bid/proposal to

~~XXXXXX Black Contractors Association XXXXXXXX~~

☐ Yes Palsay Management Group, LP

☐ No

If No, indicate why and check all that apply.

☐ Scope(s) unclear ☐ Scope(s) N/A

☐ Funding ☐ Staffing ☐ Bonding

☐ Workload ☐ Other

4. What scopes of work were included in the bid/proposal?

5. What was the bid/proposal amount?

6. Please submit an electronic copy of your bid/proposal with this questionnaire to SMBR.

7. Are you a member of a Business Development Organization?

☐ Yes

☐ No

If Yes, please indicate.

☐ Hispanic Contractors Association

☐ Asian American Contractors Association

☐ Black Contractors Association

Additional comments

Firm Representative

Phone or email address



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR PROPOSALS
EXECUTIVE PROGRAM MANAGEMENT SERVICES**

Solicitation: RFP 8100 MMO4000

Addendum No: 1

Date of Addendum: January 28, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. **CORRECTIONS:**

- 1.1 The Solicitation documents have been updated to correct the typo on the Response Due Date. The correct response due date is as follows:

*Response Due Prior to: **02/28/2019**, 02:00 PM*

*Response Opening: **02/28/2019**, 03:00 PM*

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay

Name


Authorized Signature

February 28, 2019

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR QUALIFICATION STATEMENTS
EXECUTIVE PROGRAM MANAGER SERVICES**

Solicitation: RFQS 8100 MMO4000

Addendum No: 2

Date of Addendum: January 31, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. **CORRECTIONS:**

- 1.1 The Solicitation documents have been updated. The Non-Mandatory Pre-Response Conference Location is now as follows:

CONFERENCE LOCATION: DEPARTMENT OF AVIATION, P&E BUILDING, 2716 SPIRIT OF TEXAS DRIVE,
RM 174, AUSTIN, TX 78719

The Conference Number and participant code, for those not able to attend the Pre-Response Conference in person remains the same.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay

Name


Authorized Signature

February 28, 2019

Date

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**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR QUALIFICATION STATEMENTS
EXECUTIVE PROGRAM MANAGER SERVICES**

Solicitation: RFQS 8100 MMO4000

Addendum No: 3

Date of Addendum: February 8, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. CHANGES:

The solicitation documents have been updated and replaced entirely to reflect the removal of Living Wages from the terms and forms in the solicitation. Specifically, the following changes have been made:

- 1.1 Table of Contents has been updated to remove the reference to Section 0815 – Living Wages Contractor Certification
- 1.2 Section 0400 – Supplemental Terms and Conditions, paragraph titled “Living Wages” has been removed.
- 1.3 Section 0600 – Response Preparation Instructions and Evaluation Factors has been updated to reflect that Section 0815 – Living Wages Contractor Certification is no longer a required form to be submitted with a response in Tab 1.
- 1.4 Section 0815 – Living Wages Contractor Certification has been removed from the solicitation documents.

2. ADDITIONAL DOCUMENTS:

- 2.1 Exhibit B – ABIA Overview Presentation for Executive Program Manager is hereby incorporated into the solicitation.

3. QUESTIONS AND ANSWERS:

- (Q1) Is there a page limitation on the responses?
(A1) *No. There is not a page limit on the responses.*
- (Q2) Are there any HUB or minority subcontracting requirements for this solicitation?
(A2) *There are not any subcontracting goals associated with the solicitation, however, if a respondent does intend to subcontract, they must follow the guidelines established by our Small and Minority Business Resources Department and included in the solicitation’s Section 0900-Subcontracting/Sub-Consulting Utilization Form, Section 0902B – Statement of Responsibility, and Section 0905 – Subcontracting/Sub-Consulting Utilization Plan.*
- (Q3) What is the timeline for this contract compared to the timeline for the Master Plan?
(A3) *Per the Solicitation’s Section 0400 – Supplemental Terms and Conditions, the term of the contract will be 60 months. The Master Plan includes over twenty years of CIP projects, so the Executive Program Manager will assist in shaping the next 7 plus years of CIP.*
- (Q4) Describe the nature of the program controls listed in the Scope of Work. Is the Contractor expected to provide high level thoughts on program controls? Are you looking for a program controls team to implement program controls?

- (A4) *The City intends for the Contractor, to help advise and identify high level program controls, and provide options for methodologies for those controls. The Contractor will not be responsible for implementing program controls or providing a program controls team under the contract, as those will be responsibilities of the Program Manager.*
- (Q5) *For the future solicitations such as the Program Manager solicitation, is it anticipated to have HUB or minority subcontracting requirements?*
- (A5) *The subcontracting requirements for future solicitations related to the ABIA Master Plan are not yet known. The Small and Minority Business Resource Department is responsible for reviewing a solicitation's scope of work to identify potential subcontracting opportunities to determine whether subcontracting goals are assigned to a particular contract.*
- (Q6) *Will the financial feasibility study be a separate contract?*
- (A6) *Yes, a financial feasibility study would be separate from the Executive Program Manager contract. The Contractor will work with a financial feasibility consultant. The financial consultant will help with rate and charges. The Executive Program Manager will provide recommendations on funding options (bonds, cash, paper, private finding, etc.), which projects each of those funding options should be, sizes and scopes of those projects, improved cost estimates, funding time lines. The EPM will focus on Master Plan CIP vetting and implementation. They will coordinate with any consultant working on rates and charges, CPE etc. fee negotiations.*
- (Q7) *Does participation on the Executive Program Manager team prevent a firm from pursuing one of the subsequent contracts related to the ABIA Master Plan?*
- (A7) *Not necessarily. The City does not limit the number of contracts that a firm is able to pursue, however, there are guidelines to ensure that any conflict of interest is avoided. For instance, if a contractor develops a scope of work for a solicitation, they would not be eligible to submit an offer on that solicitation. This is to ensure no conflicts of interest arise. The EPM and its subcontractor, if any, cannot enter into any potential conflict of interest. The Master Architect and its subcontractors cannot provide staffing for the Program Manager and vice versa, as this would be a conflict of interest.*
- (Q8) *Describe the nature of the four technical positions outlined in the Scope of Work paragraph 3.3.*
- (A8) *The team lead is expected to guide the overall project. The technical expert will advise on which project components to pursue similar to an airport planner. The legal expert will advise on contracting and negotiations as well as the legal framework for construction and partnering procurements. The legal expert does not necessarily need to be a lawyer but needs to have experience with contracts and legal framework associated with related projects. The experience should include but not be limited to writing or advising on contracts for Public Private Partnerships. The financial expert will advise on how to finance the projects and identify potential program controls. The financial consultant will provide recommendations on funding options (bonds, cash, paper, private finding, etc.), which projects each of those funding options should be, sizes and scopes of those projects, improved cost estimates, funding time lines. The EPM will focus on Master Plan CIP vetting and implementation. They will coordinate with any consultant working on rates and charges, CPE etc. fee negotiations.*
- (Q9) *Will the Contractor guide the Program Manager procurement or the Financial Manager procurement?*
- (A9) *The Contractor will likely assist with the Program Manager procurement, but not necessarily the financial manager procurement. The EPM will not manage the Program Manager or the Master Architect. The City will manage both the Program Manager and the Master Architect. The EPM will report to the Department of Aviation Executives.*
- (Q10) *Are the four key positions expected to be on site 100% of the time for the contract?*
- (A10) *The City anticipates a significant amount of time will need to be dedicated to the contract for the first few months of the contract term and then the amount of time on site will be reduced to regular meetings and as otherwise needed. The City seeks recommendations for EPM staffing.*
- (Q11) *Are more than four key positions allowable in a response?*
- (A11) *Yes. The City will consider accepting a response with more than four key positions identified.*
- (Q12) *Could the Contractor also submit an offer on the Program Manager solicitation?*
- (A12) *The EPM will not manage the Program Manager or the Master Architect. The EPM and its subcontractor(s), if any, cannot enter into any potential conflict of interest. The Master Architect and its subcontractors cannot provide staffing for the Program Manager and vice versa, as this would be a conflict of interest.*

(Q13) Will the Contractor be managing the Program Manager?

(A13) *The Contractor will not be managing the Program Manager. The Contractor's role is more of an advisory role to the City in response to program specifics.*

(Q14) When is the anticipated procurement date for the Program Manager solicitation?

(A14) *The City estimates that the procurement process will start in April or May of 2019 for the Program Manager solicitation. It is anticipated that the selected Program Manager will start work in late 2019.*

(Q15) When is the anticipated procurement date for the Master Architect and future A&E projects?

(A15) *The City estimates that the procurement process for the Master Architect to begin in mid to late 2019 and for future A&E projects to begin in the fall of 2020. Please refer to the updated proposed schedule incorporated into Exhibit B – ABIA Overview Presentation for Executive Program Manager hereby incorporated into the solicitation with this addendum.*

4 The Pre-Response Conference Sign-In Sheet is attached.


5. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay

Name



Authorized Signature

February 28, 2019

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR QUALIFICATION STATEMENTS
EXECUTIVE PROGRAM MANAGER SERVICES**

Solicitation: RFQS 8100 MMO4000

Addendum No: 4

Date of Addendum: February 13, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1 QUESTIONS AND ANSWERS:

- (Q1) Has the City selected a program delivery approach (design bid build, design build, construction manager at risk, P3) for the specific projects within the Master Plan program?
- (A1) *No, the City has not selected any one approach. We assume we may need all the approaches depending on how the program is broken into projects. The EPM will help the City decide this.*
- (Q2) Will the City make available its on-call financial and engineering consultants to assist with near-term technical analyses for program definition development in support of the EPM delivery of services?
- (A2) *If needed, the City will use an on-call list. The City prefers that all aspects described in the Scope of Work and detailed in this RFQS are fulfilled by the Contractor.*

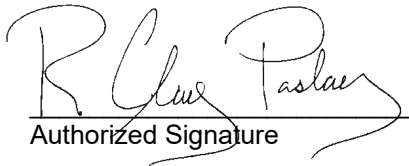
2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay

Name


Authorized Signature

February 28, 2019

Date

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**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR QUALIFICATION STATEMENTS
EXECUTIVE PROGRAM MANAGER SERVICES**

Solicitation: RFQS 8100 MMO4000

Addendum No: 5

Date of Addendum: February 21, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1 CLARIFICATIONS:

- 1.1 The Section 0835 Nonresident Bidder Provisions document is not a required submittal. Disregard the Section 0835 form request referenced in the Solicitation's Section 0600 – Response Preparation Instructions and Evaluation Factors, Tab 1, d) Section 0835 Nonresident Bidder Provisions. All other submittals listed in Tab 1 are required with your response.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay
Name


Authorized Signature

February 28, 2019
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
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**ADDENDUM
CITY OF AUSTIN, TEXAS
REQUEST FOR QUALIFICATION STATEMENTS
EXECUTIVE PROGRAM MANAGER SERVICES**

Solicitation: RFQS 8100 MMO4000

Addendum No: 6

Date of Addendum: February 28, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Changes to the Solicitation due dates as follows:

1.1 RESPONSE DUE PRIOR TO time and date is changed to **March 5, 2019 at 2:00 PM (CST)**

1.2 RESPONSE OPENING TIME AND DATE is changed to **March 5, 2019 at 3:00 PM (CST)**

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

R. Clay Paslay

Name


Authorized Signature

February 28, 2019

Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.**



March 5, 2019

Ms. Mariane Moore
Procurement Specialist
Municipal Building
124 W. 8th Street, RM 308
Austin, TX 78701

Subject: Solicitation No. RFQS 8100 MMO4000 - Executive Program Manager Service
(including Addendums 1, 2, 3, 4, 5 & 6)

Dear Ms. Moore:

In response to the above referenced Solicitation, the Paslay Management Group (PMG) is honored to have the opportunity to submit our team's qualifications. PMG is well known in the aviation industry because of our years of experience successfully providing executive level program management and advisory services for airport operators on some of the industry's largest and most complex development programs, many very similar to ABIA's program.

It has been PMG's good fortune to be involved in several multi-billion dollar aviation developments. As a result, we know firsthand each project and airport are unique unto themselves. We are pleased to see the systematic approach Austin Bergstrom International Airport (ABIA) is taking to develop a well thought out development plan and execution strategy before launching into this complex program. This approach ensures that the development program:

- Is properly aligned with ABIA's unique objectives
- Takes into account the constraints and capabilities ABIA must deal with on a daily basis
- Is implemented in a way that provides the confidence of stakeholders, community and City leaders in the proper execution of a public facility development

For this initial advisory role and in response to the solicitation, PMG proposes a team of four world class staff members representing three national firms that have decades of aviation program management experience developing and executing multi-billion-dollar aviation programs. The proposed team includes two additional firms PMG has worked with on multi-projects, Frasca, the #1 ranked airport financial advisory firm since 2010, and Nossaman, a leading law firm in the nation representing the public sector on innovative delivery programs and projects.

This team has significant experience with different delivery methods, contracting structures, financing and fund strategies, various P3 development scenarios, complex development situations at active airports, all in an ever-changing environment. These individuals are supported by a team of experts from their respective firms as needed to fulfill the necessary task at hand.

PMG is led by former airport executives who have experienced many of the same issues you will be facing in the development of ABIA's program and we approach the challenges of a large capital program from an airport owner's perspective. When you select PMG, you not only get the talent of our proposed team, but you gain access to the depth of the firm's experience working at medium to large hub airports throughout the U.S. from an airport owners perspective. PMG is truly honored and excited about the potential of working with ABIA to develop the additional facilities needed to make ABIA a world-class airport for decades to come.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Clay Paslay". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

R. Clay Paslay, President and Managing Partner
Paslay Management Group, LP
306 West Seventh Street, Suite 505
Fort Worth, Texas 76102-4905
cpaslay@pmglp.com
972-550-1062

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Tab 1

City of Austin

Purchasing Office Documents

- a) Signed Offer Sheet
- b) Section 0630 Exceptions Form
- c) Section 0800 Non-Discrimination and Non-Retaliation Certification
- d) Non-conflict of Interest
- e) Section 0900 Subcontracting/Sub-consulting Utilization Form
- f) Section 0902B Statement of Responsibility
- g) Section 0905 Subcontracting/Sub-consulting Utilization Plan
- h) All signed Addenda (all pages)

Tab 2

Authorized Negotiator

Include name, mailing address, email address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

Tab 2: Authorized Negotiator

R. Clay Paslay, President & Managing Partner

Paslay Management Group, LP

306 West Seventh Street, Suite 505

Fort Worth, Texas 76102-4905

cpaslay@pmgllp.com

972-550-1062



Tab 3

Executive Summary

Provide an Executive Summary of three pages or less which gives in brief, concise terms, a summation of your qualifications. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization is the most qualified in relation to the Scope of Work.

Tab 3: Executive Summary

The Paslay Management Group (PMG) is the aviation industry leader in delivering Executive Program Management guidance to U. S. airports. Mr. Clay Paslay founded and established PMG in 2006 in Fort Worth, TX, after an accomplished 25-year career at Dallas Fort Worth International Airport (DFW) where he held the position of Executive Vice President for Development and Commercial activities. PMG is a Small Business Enterprise solely focused on providing executive level service and advice to airport owners executing capital development programs. PMG's philosophy is rooted in the airport owner's perspective with PMG's professional team uniquely comprised of seasoned airport operator professionals who have direct experience in all

aspects of airport development and operations, with a clear understanding of the challenges and opportunities associated with large development programs.

PMG has successfully provided Executive Program Management services for large, multi-billion-dollar complex U.S. airport development programs on multiple occasions utilizing diverse delivery methods and financing structures, including P3 agreements. PMG's airport executive program services experience includes the Los Angeles World Airport's (LAWA) \$7.5 billion program; the Dallas Fort Worth International Airport (DFW) \$3.2 billion program; the Kansas City International Airport (KCI) \$1.6 billion program and; the Nashville International Airport (BNA) \$1.2 billion program.

In response to the Austin- Bergstrom International Airport (ABIA) RFQS 8100 MMO4000, PMG is proposing to lead a team of 3 firms to deliver the requested Executive Program Manager

We are a professional management firm specializing in advising and representing aviation facility owners on large complex capital developments.



services (EPM), with each firm having decades of aviation experience developing, financing, and executing multi-billion-dollar airport construction programs. PMG will lead the EPM team and provide strategic and technical professional expertise in airport planning and development, project controls, risk management and delivery method analysis, including consideration of public private partnership (P3) structures. The PMG team uniquely offers personnel having direct experience working at ABIA. This team is also comprised of two sub-consultant firms, Frasca and Associates, LLC (Frasca) and Nossaman LLP (Nossaman).

FRASCA will provide financial analysis and modeling for development of a strategic financial plan with alternative financing sources including P3 financing, airport revenues, and federally authorized funding sources including PFC's and federal grants. Formed in 1997, FRASCA IS an independent, registered municipal advisory firm that has advised on 98 airport transactions totaling more than \$36 billion and currently advises over 40 U. S. airports on financing plans for airport development programs including 17 P3 / privatization transactions with a value being over \$13 billion.

Nossaman will provide legal expertise on structuring development procurements and contracts tailored to the selected program delivery method, including P3 agreements. Nossaman has nearly three decades experience advising clients on project delivery methods, including the use of innovative approaches like P3s, for major infrastructure projects of all types, including airports, transit / APM, highways and social infrastructure. Nossaman works in more than 30 states on high profile, large, and unique projects that together are valued at over \$100 billion. All three firms are offering ABIA seasoned and experienced personnel who have led airport development programs similar in scale and complexity to ABIA's defined scope.

The PMG proposed EPM team knows that major multi-year airport capital programs are not business-as-usual propositions. The capital investment is much larger than a typical airport annual investment plan and the construction schedule is compressed into a relatively short period, challenging airport professional resources and resulting in increased risk for operations, finances, business continuity, and customer service. The constancy of change and the resulting increased risks are common to all large development programs. However, it is critical that the program plan be customized to the unique features that comprise ABIA's situation. PMG has found that the foundation of the capital program formation is the most critical element to a program's success. ABIA is appropriately starting their AMP program by starting with the EPM services established in this solicitation. Equally important is the need to establish:

- **Program Validation:** the definition of scope, schedule, and budget for the program
- **Financial Assessment:** evaluate the program affordability and options for financing the program
- **Delivery Strategy Definition:** determine ABIA's needs/situation and selected delivery method(s)
- **Execution Plan:** the plan to manage, control and govern implementation

PMG's recommendation for EPM services **focuses on establishing an integrated development team** comprised of the EPM experienced personnel resources partnered with ABIA's senior management team, and supported by additional staff augmented service contracts, to provide an independent, but integrated unit providing service and advice for the airport development program. PMG recommends and encourages ABIA to match members of the airport's leadership team with each EPM team member by corresponding functional discipline (i.e. ABIA would designate a senior airport planning manager professional to interface and collaborate with the EPM's senior

resource for the technical airport planning work for the program).

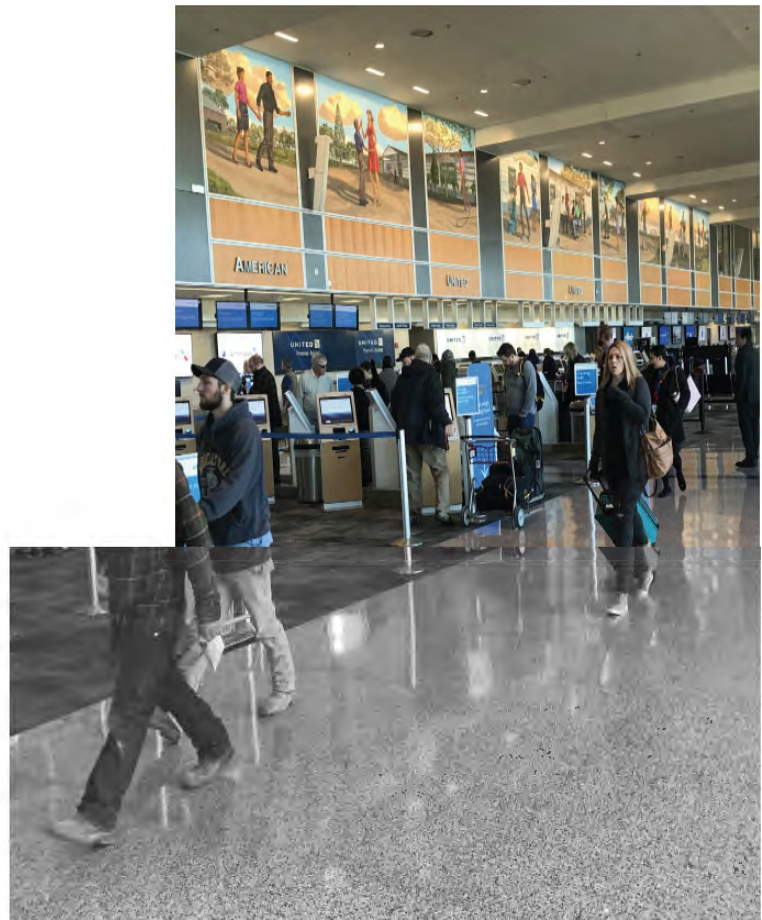
This approach achieves integration between the EPM Team and ABIA personnel and ensures consistent communication and knowledge transfer. PMG also recommends consideration of a different program management approach than currently under consideration. Rather than a separate program manager firm, PMG suggests the selection of a staff augmentation firm(s) that provides staff resources as needed, when needed. The staff augmentation model usually involves the same professional firms likely to be interested in the program manager services but offers advantages to the Airport Owner particularly in the areas of cost, control, and risk management.

PMG's successfully proven EPM philosophy is to create an integrated management team lead by the airport owner, supported by the EPM firm with a small number of staff helping to lead the program management, with the majority of required program organization staffing being provided by the staff augmentation firm. The integrated team needs to have the right balance of airport and consultant staff to help ensure the ABIA's interests and focus are always at the forefront and the necessary talent and skill sets are present to maximize success.

PMG believes the establishment of strong program governance is also essential for ABIA to be able to timely identify risks and respond with mitigations before damage occurs to schedule, budget, or scope. The ABIA program includes a large number of simultaneous projects being executed in an active operational environment across multiple contracts in a confined area with many stakeholders voicing their concerns and positions as affected tenants, businesses and citizens. This ABIA program is complex, dynamic and multidimensional and its execution will constantly confront changing constraints

and opportunities. For this reason, we suggest having a flexible development organization that can appropriately adjust and change as the development proceeds across the next decade.

With the selection of the PMG EPM team ABIA not only gains industry's top seasoned aviation development talent but also access to the depth of the three firms' experience working at large hub airports and on complex public financing throughout the U.S. ABIA's development program can be enhanced by having ready access to the firms' breadth and depth of experience from the other airports served. The PMG EPM team very much wants to work on a world-class set of projects at a world-class airport like ABIA. We look forward to the opportunity and know that we can and would be an able partner to ABIA.



Tab 4

Business Organization

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate of all partnership and sub consultants. If your firm intends to utilize subconsultants, review requirements identified in Sections 0900 and 0905 to ensure compliance with the City's Minority and Women Owned Business Enterprise Program.

Tab 4: Business Organization

Paslay Management Group, L.P. (PMG)
306 West Seventh Street
Suite 505
Fort Worth, TX 76102



Tab 5

Team Structure and Personnel

Provide a general explanation and organizational chart which specifies program leadership, key personnel, and all other applicable team members, hierarchy and reporting relationships and responsibilities. Provide an explanation of how your team will interface within the team structure and with ABIA. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Responses shall include information about the team leadership and major sub consultant staff, detailing the following information:

- a) Name, title, and firm
- b) Proposed position on the program
- c) Employment history (resumes), education and professional licensure(s) for all key personnel

Tab 5: Team Structure and Personnel

The Paslay Management Group (PMG) proposes a seasoned, experienced airport development team to deliver the requested Executive Program Manager Services (EPM) comprised of PMG personnel and two sub consultant firms, Frasca and Associates, LLC. (Frasca and Nossaman LLP (Nossaman). PMG will lead the EPM team and provide strategic and technical professional expertise in airport planning and development, project controls and delivery and analysis and development of public private partnership (P3 agreements). Frasca will provide financial expertise including P3 financing structures and federal grant programs. Nossaman will provide legal expertise on contracts and procurements, including P3 procurements and agreements

We propose three levels of staffing for this program:

- Four full time dedicated primary EPM team members, as requested, for services described in the RFQ requirements.
- Two additional PMG executives assigned to the project for additional strategic contribution to both the defined scope of work and other client-identified needs.
- Additional team members from PMG, Frasca, and Nossaman are also available to support the program as required or as requested by ABIA for subject matter specific consulting/advisory services or to provide short term additional team capacity at key points in the program.
- Because the current scope requires respondents to provide four named individuals, our response addresses this requirement. The named individuals we have proposed, and

their firms, have the demonstrated capability and experience to appropriately address the scope of work. We were unable to identify named individuals and firms with the necessary experience to fill these roles.

However, as part of our good faith efforts, we were able to identify an MBE firm, Escamilla & Poneck LLP, that we believe could provide additional support in construction and procurement legal services. However, the scope of work did not provide a specific way to break these services down. When a contract is negotiated with ABIA, our team will know with more precision the opportunities to utilize Escamilla & Poneck. For this reason we have NOT indicated in our subcontracting utilization forms that we are contracting with this firm. If contract negotiations with ABIA result in a scope of work appropriate for the addition of Escamilla & Po neck, we will file amended subcontracting utilization forms with the City.

Together, this team will deliver ABIA's required services while also offering the flexibility to add resource capacity to meet ABIA's future program needs, all at ABIA's discretion and authorization.

Primary EPM Team Members

PMG

Executive Program Manager/Team Lead

David Arredondo, Principal

Airport Planning and Development Technical Expert

Holland Young, Associate Principal

Program Executive Advisor

R. Clay Paslay, President and Managing
Partner

Client Engagement Executive

Margaret McKeough, Principal

FRASCA

Financial Expert

Larry Belinsky, Managing Director

Nossaman

Legal Expert

Patricia de la Peña, Partner



Additional Firm Personnel Available to Support ABIA When Required/Requested

PMG, Frasca, and Nossaman have additional professional expertise in their respective firms to provide additional talent and capacity to the EPM team as desired by ABIA or as needed to support the schedule or depth of the scope of work for the EPM program. The staff and their core competencies are listed below by firm:

PMG

- Mark Skjervem: EPM team leadership, multi-billion-dollar program experience, EPM team development
- Robert Seewald: ORAT
- Gregory Jones: Program/Project Controls
- Jackie Yaft: Logistics, airport operations
- Paul Blue: EPM team leadership, multi-billion dollar program experience, EPM team development
- Hans Hoppe: Risk Management, Project Controls

FRASCA

- Eric Tompkins, Vice President
- Yulin Chen, Associate

Nossaman

- Brandon Davis, Partner
- Patrick Harder, Partner
- Jayoung Jeon, Associate
- Josh Burke, Associate

Escamilla & Poneck LLP

This MBE Certified Firm is available to assist with legal services, as needed.

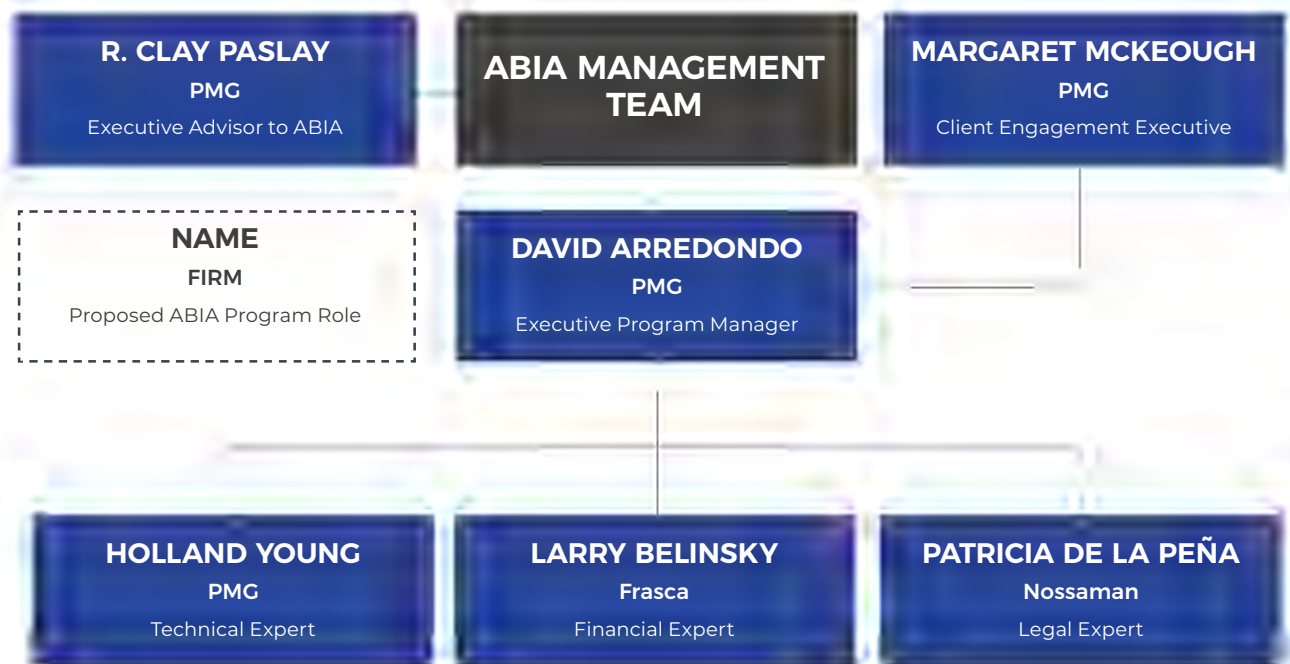
- Douglas Poneck, Legal services
- Bob Ramirez, Legal services

The resumes of all personnel committed and available to the ABIA program are included in **Attachment B**.

Additional Consultant Support If Requested ABIA

Although not formally proposed at this time as a member of the EPM team, PMG has a long running strategic partnership with Lea and Elliott for the delivery of EPM services and consulting for transportation solutions that incorporate Automated People Mover systems. The two firms worked closely together on the Dallas Fort Worth International Airport APM, Los Angeles World Airport APM and the Tampa International Airport APM system. However, as desired by ABIA, and subject to the appropriate application of the City of Austin requirements for MBE/WBE subcontractor participation, Lea and Elliott has committed their firm's availability to PMG to support transportation planning on the project when/if required.

Proposed EPM Organizational Approach



*Resumes for all team members are included in **Attachment A**.

Team Members/Roles

David Arredondo - As Executive Program Manager, Mr. Arredondo will manage and direct the work of the EPM team in Austin and be ABIA's day-to-day PMG representative responsible for managing the delivery of PMG services. He brings to this role over twenty-five years of broad leadership experience leading real estate developments and overseeing planning, design and construction for large-scale projects. Since 2016, Mr. Arredondo has been responsible for the executive leadership and program governance for the \$5.2 billion Terminal Development and Improvement Program at LAX. In this capacity he has managed team reporting, program controls, program and the coordination of 21 airline relocations over a one-week period. David also led the strategic repositioning and redevelopment of the \$350 million terminal

concessions program at LAX including multiple procurement issuances and the negotiation of long term agreements with Unibail Rodamco-Westfield and facility design/construction management.

Holland Young - As Technical Expert on the EPM team, Mr. Young will provide leadership for airport planning and environmental issues. Holland has over thirty years of experience in aviation planning, environmental analyses and airport development, including seven years with ABIA as Airport Planning and Environmental Manager working on the ABIA facilities that opened in 1999. He also led the planning for the recently opened nine-gate Barbara Jordan Terminal expansion. Mr. Young has extensive experience in airport planning having led the JFK 21st Century Vision Plan for John F. Kennedy International Airport in New York

recently announced by Governor Andrew Cuomo, and developing master plans for many airports, and including Houston George Bush International Airport, San Diego International Airport, San Antonio International Airport, Dallas-Fort Worth International Airport, and Bahrain-International Airport, followed by among others.

Larry Belinsky - As Financial Expert, Mr. Belinsky will provide financial expertise to the EPM team. He has over 30 years of government and municipal finance experience, including P3 strategic and transactional experience. Mr. Belinsky has reviewed and evaluated capital programs, financing structures and assisted in the development of alternative financing structures as well as the development of revenues streams. During the last three years he has advised on more than \$5 billion of tax-exempt municipal debt and currently is advising on: the City of Phoenix monetization analysis of the Airport's 25,000 parking spaces and the P3 development of a new hotel; the Metropolitan Nashville Airport Authority development of a hotel utilizing a DBFOM structure and parking structure using a DB methodology. Previously, Mr. Belinsky had a significant role in the LaGuardia CTB \$4 billion Replacement Project and a leadership role advising the Los Angeles World Airports on its \$5.5 billion P3 Landside Access Modernization Program and served as advisor to Santa Fe, Syracuse and Ft. Lauderdale Airports in the identification and development of other potential P3 opportunities.

Patricia de la Peña - As Legal Expert, Ms. Pena will provide legal services in developing procurement strategies and documents, and drafting and negotiating agreements and contracts supporting the program's design and construction. Patricia has over 20 years of experience delivering many of the largest transportation projects in Texas and throughout the U.S using innovative financing and delivery methods. For more than a decade, Patricia has been a key member of the legal team

assisting the Texas Department of Transportation in the development and implementation of the largest P3 and design-build program in the country. In addition to advising the agency on project development and implementation, she assists with contract administration issues and is helping the agency develop standardized procurement and contract documents for innovative delivery methods.

Clay Paslay - As the Program Executive Advisor, Mr. Paslay will provide strategic oversight of the overall development plan and execution strategy to be developed for the ABIA program as well as the ultimate implementation thereof. Working with ABIA's executive management team, Mr. Paslay will advise and support ABIA's strategic decision making and governance of the ABIA program as needed throughout the engagement. Mr. Paslay's 38 years of experience as an airport executive and business owner successfully developing aviation facilities at large and medium hub airports brings a significant breadth of experience and lessons learned in all aspects of airport development and management.

Margaret McKeough - Ms. McKeough will collaborate with the entire EPM team in Austin ensuring continuous EPM team /ABIA integration and communications. Ms. McKeough has over thirty years of executive level airport experience which has included oversight over the execution of large capital development program at Washington Dulles International Airport (\$5 billion) and Ronald Reagan Washington National Airport (\$1 billion), and negotiated related airline agreements and airport development program presentations to bond rating agencies.

PMG Approach to Integration:

PMG's approach to EPM services focuses on embedding the EPM core consultant team defined above with ABIA's executive management team

to provide an integrated and experienced team. This approach achieves full program integration and ensures consistent communication and knowledge transfer between the EPM team and the ABIA leadership team.

The engagement would begin with a formal kick off meeting with ABIA wherein we would recommend and agree upon the format for client communications and standard in-person project coordination meetings. In addition, we would suggest formats for formal progress reports, including a project task and milestone schedule. There will be internal meeting/conference calls weekly between PMG leadership and the Core EPM. Additionally, it is expected

that at a minimum there will be monthly strategy meetings between the EPM team on the ground and the leadership of PMG, Frasca, and Nossaman. This interface is focused on measuring team performance, monitoring the overall forward looking strategy to the work scope, and confirming the current approach for the work still in progress.



Tab 6

Comparable Programs, Demonstrated Experience

Describe in detail, and provide examples of previous relevant corporate experience and individual experience for personnel who will be actively engaged in the program. Include names of all professional personnel involved who will be assigned to this program.

Demonstrate experience and qualifications of firm and key staff in providing complete, executive program management services to support a multi-year, multi-billion-dollar capital improvement program at an active international US airport, or university, or similar public institution. Include experience providing services in an integrated team setting that includes public staff representing multiple departments and or agencies as well as private consulting firms.

a) A representative list of key individuals and their past or current programs performed by the person that is relevant to the proposed program. For each person listed include:

- i) Program name, location, duration and dates worked on the program
- ii) The role the key individual held on the program
- iii) Brief description of the program scope and complexity

b) A representative list of past or current programs performed by the firms. Responses shall include information about the program manager and major sub-consultant staff. Responses shall include, at a minimum, the following information:

- i) Program name, location, duration and dates key staff worked on the Program
- ii) Brief description of the program and how that role relates to the program detailed in the Scope of Work.
- iii) Contract Value

Tab 6: Comparable Programs, Demonstrated Experience

a). A representative list of key individuals and their past or current programs performed by the person that is relevant to the proposed program. For each person listed include: i) Program name, location, duration and dates worked on the program; ii) The role the key individual held on the program; and iii) Brief description of the program scope and complexity

Resumes for all EPM personnel are included in **Attachment A**. A summary of their project experience is listed below.

David Arredondo					
Airport	Program Name	Cost	Dates	Role	Delivery Methods
LAX	Terminal Development and Improvement Program	\$5.2B	2016 - Present	Program Manager	CMAR, P3
LAX	Midfield Satellite Concourse Project	\$1.6B	2016 – Present	Program Manager	DB, CMAR, P3, DBB
LAX	Concessions Redevelop-ment Program	\$350M	2010 – 2016	Program Manager	CMAR, P3
Vancouver, Washington	Mixed-use, Commercial & Retail Development	\$100M	2007 – 2010	Vice President	DB, CMAR, DBB
Santa Ana, CA	Mixed-use, Residential Development	\$50M	2006 – 2007	Director of Development	DB, CMAR, CM Agent
Los Angeles, CA	Mixed-use, Commercial and Retail Development	\$120M	2004 – 2006	Manager of Development	CMAR
Los Angeles, CA	Cathedral of Our Lady of the Angels	\$163M	1998 - 2004	Project Manager	CMAR, DBB
Washington, D.C.	Cheung Kong Center Development	\$300M	1993 - 1998	Project Architect	DB, CMAR, DBB

DAVID ARREDONDO, PROGRAM MANAGEMENT: LAX

Project	Type	Description	Years	Program Value
"Concessions Redevelopment Terminals 4, 5, 7 & 8"	Concessions Development	Phased redevelopment to implement retail, food & beverage and duty free concessions within existing airport controlled lease space within Terminals 4, 5, 7 & 8	2010-2013	\$70M
"Terminal 6 Redevelopment Alaska Airlines"	Terminal Development	Passenger processing, ticket lobby, bag system and holdroom improvements to support the relocation of Alaska Airlines from Terminal 3 to Terminal 6	2010-2012	\$240M
"Terminal 5 Redevelopment Delta Air Lines"	Terminal Development	Terminal facility passenger processing improvements, including FIS, SSCP, ticket lobby, baggage claim and baggage system modernization, sponsored by the airline and acquired by the airport	2011-2014	\$200M
"Terminal Commercial Manager Tom Bradley International Terminal"	Concessions Development	Developed 42,000 SF of new retail, food & beverage and duty free concessions in conjunction with the construction of the new (18) gate concourse	2012-2013	\$70M
Tom Bradley International Terminal	Premier Lounge Development	Development of 100,000 SF of new premier lounges: Oneworld (Qantas), SkyTeam (Korean), Star Alliance (Air New Zealand), Emirates, Etihad and LAXSUL.	2012-2015	\$70M
"Terminal 7 & 8 Redevelopment United Airlines"	Terminal Development	Terminal facility passenger processing improvements, including SSCP, ticket lobby, baggage claim, baggage system modernization and construction of a new premium passenger lounge, sponsored by the airline and acquired by the airport	2012-2018	\$455M
"Terminal 1 Modernization Southwest Airlines"	Terminal Development	Complete redevelopment and modernization of Terminal 1 from curb to plane while maintaining passenger operations throughout construction	2013-2018	\$520M
"Terminal Commercial Manager Terminal 2"	Concessions Development	Redevelopment and modernization of the public-facing components of the Terminal 2 concourse, including a complete redevelopment of the concessions program	2014-2015	\$120M
"Terminal Commercial Manager Terminal 6"	Concessions Development	Redevelopment and modernization of the public-facing components of the Terminal 6 concourse, including a complete redevelopment of the concessions program	2014-2016	\$80M
"Terminal 2 & 3 Delta Air Lines"	Terminal Development	Relocation of Delta Air Lines from Terminals 5/6 to Terminals 2/3, including the relocation and operational activation of all impacted other airlines. Development scope in Terminal 2/3 will include a new terminal facility, including a consolidated SSCP and CBIS/CBRA, post-security passenger connectivity between concourses, construction of (2) terminal vertical cores to support planned APM connectivity, and complete redevelopment of the Terminal 3 concourse to support the airlines planned (27) gate operation	2016-2023	\$1,860M

DAVID ARREDONDO, PROGRAM MANAGEMENT: LAX

Project	Type	Description	Years	Program Value
"Midfield Satellite Concourse"	Concessions, Airline, Advertising and Premium Lounges	Development programming, design and planning to support all non-aeronautical tenants within this new (12) gate international concourse	2017-2020	\$1.6B
"Terminal 1.5 Southwest Airlines"	Terminal Development	Construction of a new terminal facility to support passenger processing, including a SSCP, ticketing lobby and baggage claim, via a busing operation to the new Midfield Satellite Concourse	2018-2020	\$485M
"Terminal 4 & 5 American Airlines"	Terminal Development	Development scope in Terminal 4 will include a new terminal facility, including a consolidated SSCP, post-security passenger connectivity between concourses, construction of (1) terminal vertical core to support planned APM (AirTrain) connectivity, and a complete redevelopment of Terminal 4 to support the airline's planned (29) gate operation	2018-2024	\$1,600M
"Terminal 6 Redevelopment Alaska Airlines"	Terminal Development	Development scope in Terminal 6 will include expanded SSCP processing capability, concourse expansion to improvement the LoS, a new bus gate facility and (2) additional contact gates	2019-2022	\$225M

Holland Young

Airport	Program Name	Cost	Dates	Role	Delivery Methods
AUS	New Airport Project Team	\$650M	1992-1999	Planning & Environmental Manager	PM/CM
AUS	Nine-gate Terminal Expansion	\$350M	2006; 2015	Planning; Design Programming	DB
JFK	21st Century Vision Plan	\$1.2M	2016-2017	Project Manager	N/A (planning)
IAH	Airport Master Plan for George Bush Intercontinental Airport	\$7.3M	2013-2015	Project Manager	N/A (planning)
SAN	Vision Plan and Master Plan for San Diego International Airport	\$10.6M	2008-2015	Project Manager	N/A (planning)
SAT	Master Plan for San Antonio International Airport	\$2.9M	2009-2010	Project Manager	N/A (planning)

Comparable Programs, Demonstrated Experience // Continued

Larry Belinsky					
Airport	Program Name	Cost	Dates	Role	Delivery Methods
MCI	Terminal	\$200,000	2015 – 2016	Executive oversight and strategy	DBFOM
BNA	On-Airport Hotel Parking Garage	\$690,000	2018 – 2020	Executive oversight and financial strategy and structuring	DBFOM/DB
BWI	On-Airport Hotel Airport Connector	TBD	2018 – 2020	Executive oversight and structuring	DBFOM/P3
PHX	Ongoing financial advisor to airport On-Airport Hotel	\$1.3M	2017 – 2020	Executive oversight and financial strategy and structuring	DBFOM
SAN	Ongoing financial advisor to Airport Terminal 1 redevelopment Roadway	\$350,000	2016 – Present	Executive oversight and financial strategy and structuring	DB
LGA	Ongoing financial advisory to airport Terminal B	\$1M	2012 – 2017	Executive oversight and financial strategy and structuring	DBFOM
LGA	Ongoing financial advisory to airport Terminal C and D	\$350,000	2017 – 2018	Executive oversight and financial strategy and structuring	DBFOM
LAX	Ongoing financial advisor to airport Ladside Access Modernization Program	\$350,000	2017 – 2018	Executive oversight and financial strategy and structuring	DBFOM

Comparable Programs, Demonstrated Experience // Continued

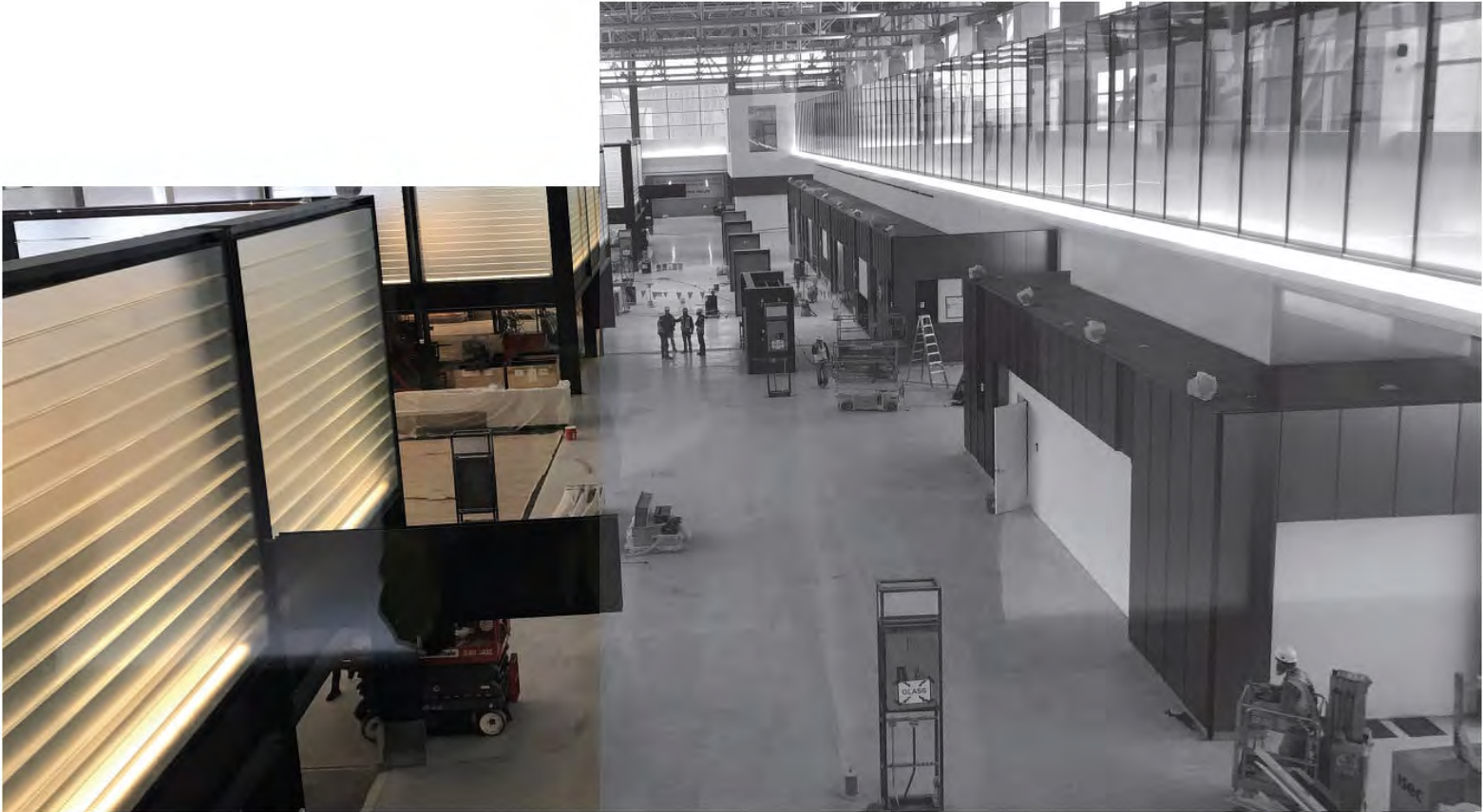
Patricia de la Peña

Airport	Program Name	Cost	Dates	Role	Delivery Methods
TxDOT	I-35 NEX Project	\$1.938B	2019-present	Lead Outside Counsel	DB
TxDOT	Development of Programmatic DB Contract and Procurement Documents	N/A	2017-present	Outside Counsel	N/A
San Bernardino County Transportation Authority	I-10 Corridor Contract 1 - Toll Services	\$50M	2016-2017	Lead Outside Counsel	DBOM
USDOT	P3 Procurement Guide	N/A	2017-2018	Co-author of a P3 Procurement Guide, scheduled for publication in spring 2019	N/A
TxDOT	SH 249 Project	\$400M	2015-2017	Lead Outside Counsel	DBM
City of Indianapolis	Marion Justice Center	\$500M	2015-2016	Outside Counsel	DBOM
TxDOT	SH 360	\$625M	2014-2015	Lead Outside Counsel	DBM
Metropolitan Transit Authority of Harris County, Texas	METRO Solutions Phase 2	\$1.46B	2012	Outside Counsel	DBOM
TxDOT	North Tarrant Express Segments 3A & 3B	\$1.5B	2010-2013	Lead Outside Counsel	P3
Metro Gold Line Construction Authority	Metro Gold Line – Phase 2A	\$553M (\$18 million “freeway structure” bridge; \$486m alignment contract and a \$49m	2010	Outside Counsel	DB
TxDOT	North Tarrant Express Segments 1 & 2	\$2.05B	2009-2010	Outside Counsel	P3

Comparable Programs, Demonstrated Experience // Continued

Clay Paslay					
Airport	Program Name	Cost	Dates	Role	Delivery Methods
DFW	Terminal Remodel and Improvement Program EPM Role, existing operating terminal facilities, substantial staff/consultant integration, close work with airlines, multiple delivery methods	\$3.2B	2011-2018	Executive Advisor	DB, CMAR, GC/CM
LAWA	LAX Capital Improvement Program EPM Role, New Tom Bradley Int'l Terminal (TBIT) renovation, new aircraft gates and concourse area, a Great Hall, Central Utility Plant, new taxiways and taxi lanes and renovations to other terminals.	\$7.5B	2009-2018	Executive Advisor	DB, CMAR, P3, DBB
BNA	BNA Vision EPM Role, renovation and expansion plan, to include arrival facility, parking, terminal and taxi lane expansion, expanding concourse D and CUP, ticketing and baggage claim area, on-site hotel with parking garage.	\$1.2B	2016 - 2021	Executive Advisor	Progressive DB
SMF	SMF Terminal Modernization Program New landside terminal, elevated enplaning roadway system, central utility plant, parking facility and an airside double loaded concourse with an automated people mover connection back to the landside terminal, airside concourse includes an international arrivals facility with CBP facilities.	\$1B	2008-2012	Executive Advisor	CMAR
TPA	Tampa Master Plan Phase II EPM Role, Main Terminal Redevelopment, new 2.6M square foot Consolidated Rental Car Facility, 1.4 mile Automated People Mover, expansion of the main terminal transfer level.	\$500k	2013-2017	Executive Advisor	Two-Step DB
MCI	Kansas City International Airport EPM Role, new single terminal, operate using 35 boarding gates with the flexibility to expand to 42 gates, construction of a larger parking garage opposite the terminal with spaces for 6,500 vehicles.	\$1.6B	2016-2023	Executive Advisor	DB
JFK T6-7	New York JFK International EPM Role, T6-7 terminal for JetBlue	\$3.0B	2017 -2024	Executive Advisor	Two-Step DB
SEA	Seattle-Tacoma International Airport EPM Role, Masterplan Development, implementation stages of a SAMP, new terminal with 19 gates, an automated people mover, rental car facility.	\$7B	2018-2023	Executive Advisor	
OMA	Eppl Airfield Terminal Development Program Renovation and expansion of the main terminal buildings and the north concourse, new Central Utility Plan, construction of improvement to the terminal roadways, new linear concourse.	\$3.5M	2018-2023	Executive Advisor	

Margaret McKeough					
Airport	Program Name	Cost	Dates	Role	Delivery Methods
IAD	Dulles Development Program(d2)	\$5B	2000-2009	Executive Negotiations/Relations	D/B/B
DCA	Project Journey	\$1B	2015-2019	Executive Negotiations/Relations	CMAR



b). Representative list of past or current programs performed by the firms. Responses shall include information about the program manager and major subconsultant staff. Responses shall include i) program name, location, dates, key staff; ii) description of program and; iii) contract value.

PMG Paslay Management Group

PMG is an Executive Program Management firm, formed in 2006, specializing in representing the Owner from an Owner's perspective throughout the capital development process. PMG's guiding philosophy is rooted in the Owner's perspective and first-hand knowledge of the challenges and opportunities inherent with operating and developing a U.S. public airport. PMG's professional staff is composed of seasoned individuals that have successfully managed multi-billion dollar airport developments as the Owner with experience in all aspects of airport development from the beginning stages of a masterplan through final commissioning and start-up of the planned assets, and all aspects in between.

executive management team to oversee the efficient and cost effective execution of the airport's capital program.

- **P3 Advisory Services** - Working with the airport management team, PMG manages the evaluation and merits of using a P3 delivery method. In the cases where the evaluations supports and a decision is made to implement a P3 delivery, PMG manages the procurement document development, procurement process and implementation of the P3 delivery.

Below is a summary of the firm's experience. A more complete firm resume is **Attachment C**.

PMG's core competencies include:

- **Executive Advisory Services** - Working with the airports executive management team, PMG develops the overall execution strategy for the Capital Development program based on the Owner's objectives, constraints and capabilities.
- **Executive Program Management** - PMG provides a small experienced executive team working as an extension of the airport

PMG PROJECTS





	Executive Program Management	Executive Advisory	P3
Seattle-Tacoma International Airport	✓		
Reno-Tahoe International Airport		✓	
Sacramento International Airport	✓		
Los Angeles World Airport	✓		✓
San Francisco International Airport		✓	
San Diego International Airport		✓	
Albuquerque International Sunport		✓	
Dallas/Fort Worth International Airport	✓		
Omaha International Airport	✓		
Kansas City International Airport	✓		
Nashville International Airport	✓		✓
Hartsfield-Jackson Atlanta International Airport		✓	
Tampa International Airport		✓	
Pittsburgh International Airport		✓	
Westchester County Airport		✓	✓
John F. Kennedy International Airport	✓		
State of Alaska Department of Transportations		✓	



FRASCA & ASSOCIATES, LLC

Formed in 1997, FRASCA is an independent, registered municipal advisory firm dedicated to serve airport sponsors such as the Authority. Our firm:

- Has served as advisor on 98 airport transactions totaling more than \$36 billion, earning an excellent reputation in the industry
- Is ranked the #1 airport financial advisory firm since 2010, reflecting that reputation
- Provides strategic advisory and consulting services to over 40 airports of all sizes, advising

them on all aspects of financial planning for complex development programs

- Is the leading airport privatization and P3 / privatization transactions with a value of more than \$13.0 billion

FRASCA CLIENTS AND OFFICES





FRASCA & ASSOCIATES, LLC

The following tables summarize FRASCA's broad experience providing financial consulting services to Large Hub airports.

PROJECT	TYPE	YEAR	AMOUNT (\$M)
City of Phoenix Airport Hotel	Hotel	Ongoing	\$150
City of Phoenix Parking Concession (25,000 spaces)	Parking	Ongoing	\$1,250
State of Conn. Consolidated Rental Car Facility	Real Estate	Ongoing	\$300
Newark Airport Consolidated Rental Car Facility	Real Estate	Ongoing	\$500
Teterboro Airport	TBD	Ongoing	TBD
City of Nashville Airport Hotel	Hotel	Ongoing	\$150
Westchester County P3 – FAA Pilot Program	Monetization	Ongoing	\$1,300
Maryland DOT Airport Connector and Hotel	Parking & Hotel	Ongoing	\$750
Town of East Hampton Fixed Base Operator	Real Estate	Ongoing	\$35
City of Los Angeles - Automated People Mover	Train	2018	\$2,500
City of Los Angeles – Consolidated Rental Car Facility	Real Estate	2018	\$1,500
San Diego – Airport Development Program	Real Estate	2018	\$2,400
LaGuardia Airport Terminal C and D	Real Estate	2018	\$4,000
JFK Terminal 1-4	Real Estate	2018	\$3,500
JFK Terminal 5	Real Estate	2018	\$2,500
LaGuardia Terminal B	Real Estate	2016	\$4,000
City of Kansas - New Airport Terminal (Advisory)	Real Estate	2015	\$900
Suffolk County, NY - Fixed Base Operator Development	Real Estate	2015	\$40
San Diego Consolidated Warehouse & Distribution Center	Real Estate	2012	\$18
JFK – Terminal 4 Phase II	Real Estate	2010	\$1,200
Stewart Airport Privatization – Pilot Program	Privatization	2000	\$45
JFK- Terminal 4 Phase I	Real Estate	1997	\$1,100



FRASCA & ASSOCIATES, LLC

	Financial Modeling	Budgeting & Financial Reporting	PFC and CFC Strategies	Airline Lease Strategies	CIP Funding Strategies	Air Traffic & Economic Analyses
Metropolitan Washington Airports Authority (DCA/IAD)	✓		✓	✓	✓	✓
City of Atlanta (ATL)	✓	✓		✓	✓	✓
City of Charlotte (CLT)	✓	✓	✓	✓	✓	✓
City of Chicago (MDW/ORD)	✓		✓	✓	✓	✓
City of Phoenix (PHX)	✓	✓	✓	✓	✓	✓
City and County of Denver (DEN)	✓		✓	✓	✓	✓
San Diego County Regional Airport Authority (SAN)	✓	✓	✓	✓	✓	✓
Los Angeles World Airports (LAX)	✓	✓		✓	✓	✓
City of Philadelphia (PHL)	✓		✓	✓	✓	✓
Greater Orlando Aviation Authority (MCO)	✓		✓	✓	✓	✓
Maryland Aviation Administration (BWI)	✓	✓	✓	✓	✓	✓
Houston Airport Systems (IAH/HOU)	✓	✓	✓	✓	✓	✓
Massport (BOS)	✓			✓	✓	



Nossaman LLP (Nossaman) has more than 170 attorneys and public policy advisors who work seamlessly across offices located in Texas (Austin), California, Washington, D.C. and Washington State. As the leading law firm in the nation representing the public sector on innovative delivery programs and projects, Nossaman has nearly three decades experience advising clients in the use of innovative project delivery methods, including P3s, for major infrastructure projects of all types, including airports, transit / APMS, highways and social infrastructure. Nossaman works in more than 30 states on high profile, large, and unique projects valued over \$100 billion.

Nossaman has also played a key role in developing innovative project delivery, guidelines and programs for additional states new to innovative delivery contracting, including Arizona, Georgia, Maryland, Michigan, Illinois, California, and North Carolina.

Nossaman Experience and Offices



Below and over the next few pages is a summary of some of Nossaman's relevant P3 and programmatic P3 experience:

Project	Type	Years	Value
City of Los Angeles, Los Angeles World Airports – Automated People Mover (In Construction)	Programmatic / Project Screening / Delivery: AP	2016 - Present	\$4.9 billion
City of Los Angeles, Los Angeles World Airports – Consolidated Rent-A-Car Facility (In Construction)	Programmatic / Project Screening / Delivery: AP	2016 - Present	\$1 billion (approx)
City and County of Denver – Great Hall Project (In Construction)	Delivery: AP, RR, PDA	Ongoing	\$1.67 billion
City of San Jose - Norman Y. Mineta San Jose International Airport	Delivery: DB/F/M	2006-2009	\$660 million
Texas DOT – North Tarrant Express Segments 3A & 3B (In Construction)	Programmatic / Project Screening / Delivery: RR, PDA	2004-Present	\$1.5 billion
Texas DOT – North Tarrant Express Segments 1 & 2W (In Operation)	Programmatic / Project Screening/ Delivery: RR	2004-Present	\$2.05 billion
Texas DOT – DFW Connector (In Operation)	Programmatic / Project Screening/ Delivery: DB/F/M	2006-Present	\$1.1 billion
Texas DOT – I-635 (In Operation)	Programmatic / Project Screening/ Delivery: RR	2003-Present	\$2.7 billion
Texas DOT – SH 130 Segments 5 & 6 (In Operation)	Programmatic / Project Screening/ Delivery: RR	2005-2012	\$1.36 billion
Texas DOT – SH 130 Segments 1-4 (In Operation)	Programmatic / Delivery: DB/F/M	2000-2008	\$1.3 billion
Texas DOT – Grand Parkway, Segments F-1, F-2 and G (F-1 & F2 In Operation; G Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2009-Present	\$250m+
Texas DOT – Grand Parkway, Segments H, I-1 and I-2 (Awarded)	Programmatic / Delivery: DB/F/M	2013 - Present	\$250m+
Texas DOT – Highway 161 (In Operation)	Programmatic / Delivery: DB/F/M	2005-2017	\$250m+
Texas DOT – SH 249 (In Procurement)	Programmatic / Delivery: DB/F/M	2014- Present	\$400 million
Texas DOT – SH 360 (Construction)	Programmatic / Delivery: DB/F/M	2013- Present	\$625 million
Texas DOT – U.S. 181 Harbor Bridge Replacement (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2013-Present	\$800 million
Texas DOT – Border West Expressway (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2013-Present	\$640 million
Texas DOT – I-35E Managed Lanes (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2009- Present	\$250m+

	Program Institutional Framework	Project Screening	Project Delivery			
			AP	RR	DB/F/M	PDA
City of Los Angeles, Los Angeles World Airport			✓			
City and County of Denver, Denver International Airport			✓	✓		✓
Norman Y. Mineta San Jose International Airport					✓	
Illinois Department of Transportation, South Suburban Airport	✓	✓				



Tab 7

References

Provide a list of three (3) current or previous references with which your firm has provided similar services to those described in the Scope of Work and of a similar scale to the AMP. All reference information shall be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow-up. Each reference shall include the following:

- a) Agency name
- b) Agency contract manager name and title, direct phone number and email address
- c) Year contract was awarded and length of contract
- d) Brief overview of contract services including the size and scale of program
- e) Key personnel from your firm assigned to the contract

Tab 7: References

Los Angeles World Airport (LAX) - \$7.5B

Contact: Ms. Gina Marie Linsley, Former Airport Executive Director

ginamer04@yahoo.com / 707 495-8015

Contract Term: 2009-2023

Contract Services: PMG provided Executive Advisory Services for the Airport's \$7.5 billion program and P3 Advisory Services for the Master Plan program. PMG was instrumental in bringing alternative delivery methods to LAWA including their first use of CMAR for the Tom Bradley Terminal. PMG is currently providing Executive Program Management Services for the \$1.6 billion Midfield Concourse project.

PMG Resources: R. Clay Paslay, Advisor; Mark Skjervem, Deputy and David Arredondo

Dallas Fort Worth (DFW) - \$3.2B

Contact: Jeffrey P. Fegan, Former Chief Executive Officer

jfegan2975@gmail.com / 972-948-7000

Contract Term: 2011-2018

Program Description: PMG served as the Executive Program Manager for the Airport's Full Renovation of 4 Terminals (TRIP) which included dramatic improvements for passenger services including ticketing, security and concessions as well as parking garages. Terminal systems for electrical, plumbing, ventilation and other infrastructure were replaced.

PMG Key Staff Provided for the Duration of the Program: R. Clay Paslay, Executive Program Director

Kansas City International Airport (MCI), New Terminal Development - \$1.5 B

Contact: Mr. Jade Liska, Deputy Director Planning and Development

jade.liska@kcmo.org / 816-589-3662

Contract Term: 2018-2023

Program Description:

- New 39 gate, 750,000 sq. ft. terminal facility and a 6,500 space parking garage
- New airfield improvements, new deicing facilities,
- New terminal roadway network, modified approach road infrastructure
- PMG provides Executive Program Management services valued at \$15.7 million for the Kansas City Aviation Department. In addition, PMG was asked to contract directly for MCI's program management augmentation staffing and support services contracts valued at \$32 million.

PMG Personnel: R. Clay Paslay, Executive Advisor; Paul Blue, Managing Project Executive; and Robert Seewald, ORAT

Tab 8

Program Approach

Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment of the Program Concept and Solution. Programs are considered similar in scope and complexity if they include: Program management of a multi-year, multi-billion-dollar capital improvement program at an active international U.S. airport, university, or similar public institution. Specifically, provide: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment of the Program Concept and Solution. Programs are considered similar in scope and complexity if they include: Program management of a multi-year, multi-billion-dollar capital improvement program at an active international U.S. airport, university, or similar public institution. Specifically, provide:

- a) A recommended methodology or approach for addressing the Scope of Work.
- b) A brief discussion of program considerations and key challenges, including special problems and risks. Include Offeror's approach to meeting key challenges. Identify potential mitigating measures to address special problems and risks.
- c) Comment on adequacy of ABIA's schedule/timetetable for completing the AMP.
- d) A brief description of how the team intends to manage its resources given that multiple tasks will occur concurrently. Describe how the team intends to manage resources through interaction with multiple stakeholders with potentially conflicting program goals.
- e) A description of your work program by tasks. Detail the steps you will take in proceeding from task 1 to the final tasks. Include the points at which written, deliverable reports will be provided.

Tab 8: Program Approach

a). A recommended methodology or approach for addressing the Scope of Work.

Major multi-year airport capital programs are not business-as-usual propositions. Rather, they are a paradigm shift from the standard annual CIP. The capital investment is much larger and compressed in a relatively short window, resulting in increased risk for operations, finances, business continuity, and customer service.

Constancy of change and the resulting increased risk are common to all large development programs. Change contributes most significantly to indecision as well as the difficulty of making correct decisions quickly. From the beginning, large programs fight the costs of time: cost escalation, capitalized interest, opportunity costs of delayed facility opening, and increased program overhead. Missteps require compromises to planned scope, delivery schedule, and budget.

In the end the circumstances at every airport are unique - the adage “if you’ve seen one airport, you’ve seen one airport” is true. While there are certainly commonalities it is critical to customize the program delivery strategy to unique features that make up ABIA’s situation. Building up the foundation of the program delivery strategy design is what PMG’s has found to be the most critical elements of program success.

We believe that ABIA is taking the appropriate first steps for implementing the AMP – evaluate the situation, define strategy, and then plan the work. PMG proposes four groups of tasks to address the scope of work:

1. **Program Validation** – Confirm the definition of scope, schedule and budget for the program
2. **Financial Assessment** – Develop the range of possible options for financing the program
3. **Delivery Strategy Definition** – Determine ABIA’s needs/situation and select delivery method(s)
4. **Execution Plan** – Preparing a plan for the management, control and implementation of the program

Our recommended work program includes a parallel track of 1) evaluating the program scope, schedule, and cost for actual constructability, phasing, cost and; 2) reviewing the affordability of the program. These two efforts work together and are evaluation steps that would be conducted in an iterative manner. Both of these steps, as described further below, work to align facility requirements with potential funding, actual activity levels, and an overall development approach for successful program delivery.



In each case, the evaluation starts at a high level screen to validate the findings of the AMP for both a) Program (scope/schedule/budget) and b) financial affordability. While we discuss the full depth of this analysis, PMG would only advance to the next level of detailed evaluation as the analysis suggests a challenge to an assumption, or the evaluation of the affordability suggests a further review of the program spending or schedule is required and visa versa. Significant effort was spent developing the master plan – we are not proposing to conduct a re-evaluation. We only suggest testing key development metrics, phasing and schedule durations and dependencies, and high level financial affordability. The results of this review suggest additional work steps, those are described within Tab 8 and Tab 9.

Program Validation

This process is focuses on validating assumptions as well as pursuing optimization as either the development assumptions or financial concerns warrant. These steps include:

- Validation and prioritization of the program goals related to the physical improvements and customer service delivery
- Validate the demand capacity review
- Refine the needs assessment
- Project Screening
- Program Sequencing

Financial Assessment

A capital finance evaluation/strategy is typically built to address three basic questions: How much can ABIA afford to fund, how that funding can be structured, and at what risk. We believe that there is an important distinction between debt capacity and debt affordability, and that the question of debt affordability is the more important of the two.

We propose to evaluate a wide array of financial and economic metrics, expectations, and standards that the PMG team and ABIA would

need to validate or develop. This financial effort would involve considering all elements of ABIA financials, such as: all sources of revenue, operating costs, rates and charges structures, CPE, days-cash-on-hand, debt service coverage ratios, debt per enplanement, PFC's and grants. The goal is to pressure test the base development plan of the AMP against traditional financing structures and determine affordability. If base scheme achieves affordability AND the key development metrics have no concerns, then the entire process moves forward to Delivery Strategy Definition.

In the event that there are affordability challenges or development metric concerns, the next steps use that base set financial data/metrics to support a series of iterative workshops where the airport and the EPM would:

- Evaluate a group of development alternative future scenarios arising out of the program optimization effort comp
- The development options would explore different scales of development, the anticipated costs spread over differing time periods.
- Comparing each option against ABIA's key affordability metrics.
- This process would result in alternative set of development options with a companion set of financing alternatives for each.

The outcomes fall into three basic categories 1) scope compromise, 2) compromise in affordability i.e. increased costs or 3) pursuit of alternative delivery methods associated with P3. P3 would be evaluated at a high level to determine the financial benefits that may address affordability or other development concerns. The process would continue iteratively until there is at least 1, and preferably more, alternative future development scenarios that address both affordability and capacity needs. With these scenarios in hand, the next step is to move into the delivery strategy definition.

Delivery Strategy Definition

Delivery strategy definition is based on a set of sequenced steps PMG consistently uses to help define an owner's needs and situation. These include:

- Identifying program development constraints or limitations
- Determine the owner's capabilities
- Define the owner's priorities
- Create and prioritize development objectives for the owner
- Select the delivery method for the major projects in the program based on the prioritized development objectives.

Execution Plan

With the delivery method selection defined, an execution plan can be prepared that addresses:

- Coordinated and aligned delivery strategy for every project within the program to ensure an overall program execution strategy that best achieves ABIA's development objectives given the constraints and capabilities of the ABIA
- Management/Organizational Strategy – Designing an integrated development organization of ABIA staff, EPM, and augmentation staff, all structured to match project volumes and complexity
- Controls/Risk Management Structure – Development of a framework of cost, schedule, document, payment, and change management practices that can support reporting outcomes and forecast future needs and concerns
- Performance Measurement/Reporting – Utilizing data from projects, the team will prepare a performance metrics and measurement that match ABIA's objectives with a reporting strategy with ensures the necessary transparency and auditability required of a public sector entity
- Communications Strategy – Creating

the process to support consistently communicating with:

- A) Internal communication with the ABIA executives, Austin City management and elected officials, ABIA staff and stakeholders, and
- B) External engagement with stakeholders, potential development partners, Small and Minority-/Woman-Owned Business Enterprise community, public, and the press for every project AND for the overall program.

■ Procurement Strategy

We have allowed additional time in Delivery Strategy Definition to incorporate a high level review of Public Private Partnership (P3) use as a delivery method option. If P3 becomes a selected approach for one or more projects, additional time will likely be required to carry out design of the delivery method.

PMG has applied the steps outlined above with nearly all our clients, customized to their specific needs and priorities. This approach has produced efficient decision making and positive outcomes that support:

- Flexibility in management systems, structures and execution strategies because the only certainty is change;
- Accountability through efficient control systems that support effective decision making, auditability, and appropriate delegation of authority
- Transparency with the creation of management reporting systems that provide the required level of detail in the appropriate context to ensure that program progress, financial awareness, and financial understanding exist for the ABIA management, City of Austin leadership, stakeholders, business partners, media and the public.

b). A brief discussion of program considerations and key challenges, including special problems and risks. Include Offerer's approach to meeting key challenges. Identify potential mitigating measures to address special problems and risks.

There are a wide array of issues that exist for ABIA and for that matter any development program of this scale. Below we have identified a few elements we believe are fundamental and foundational level risks.

1. Organizational Readiness

Lack of organizational planning and readiness is one of the leading causes of large development program failure. The speed, complexity, and volume of decision making and the associated management requirements are often difficult to execute.

Solutions:

- Strengthening Development and Business Objectives: Strengthen/validate objectives by articulating, obtaining agreement on, and continuously communicating the development and business objectives to the development team, affected stakeholders, principle designers, construction managers, contractors and suppliers. This helps to consistently and effectively address and avoid conflicting stakeholder interests and helps the team to all pull in the same direction.
- Establishing Solid Decision Frameworks and Processes: Establishing a top-level RACI (responsible, accountable, consulted and informed) structure with clear roles and defined delegation of authority to facilitate project execution. This includes a robust document and information management tool set for a "single point of truth" for all program documentation, approvals and correspondence. These steps foster an engaged and decentralized framework that can drive timely decision-making.

Create a plan, as outlined above, for how to organize the team, its roles, and then how that team will build a strategy to implement the program

2. Affordability

One of the larger risks to the program revolves around affordability. The scale of the program is large enough, that small unplanned changes or challenges can result in large impacts when measured across a program of over \$4B. A one percent increase in annual construction inflation greater than planned Could result in a cost impact measured in the hundreds of millions. Delays in decision making have a cost to the program measured in hundreds of thousands per day. Negative changes in planned passenger forecasts can undermine a plan of finance.

Solutions:

- Evaluate and pressure test the development and financial plans with ABIA to validate the planned program. This preliminary work includes structuring a series of future develop and finance scenarios that can be tested against a variety of negative factors, including those mentioned above. The intent is to understand the sensitivity of the airport's financial structure when measured against the planned program and potential negative future events.
- Both a program contingency and individual project contingencies must exist to protect against unforeseen economic or cost conditions. One additional strategy is to define those program elements that, while valuable, are not central to passenger service. These projects can be converted into a funding resource (eliminate the project) when unanticipated needs in the program

are greater than the carrying capacity of the budgeted contingency.

- Re-evaluate the financial metrics/affordability and the program scope both on a scheduled basis and when key trigger metrics have been passed/violated.

3. Interface and Integration

A major challenge involves the interface and integration between simultaneous active development projects or between development and current airport operations. One example is the intersection of the existing terminal processor and gates that will be joined by a new head house.

These program elements are physically intertwined connected with each other and the terminal roadway. Traditional project management approaches tend to focus on tasks but we believe it is especially important to also focus on the dependencies (i.e. interface and flows) between tasks with the understanding that established interface requirements may change as underlying assumptions and conditions migrate over time.

Solutions:

- Enhanced Interface Identification: Focus on interface identification and management including underlying constraints that may “couple” otherwise disparate tasks, especially tasks across projects or dependencies with external processes (i.e. permitting).
- Implementing Proven Tools and Methodologies: Utilizing a tool like BIM can help designers with clash detection and regular 4D BIM walkthroughs with designers and contractors have proven to resolve coordination issues early before constructability concerns arise in the field. We will also recommend greater use of “last planner” techniques and improved workforce planning from knowledge-enabled teams.

4. Operational Impacts and Logistics

Large complex capital programs are challenging at best, and when conducted in an airport operational environment, the development logistics become critical. To achieve an economically successful execution of the program, while maintaining a safe and efficient operational environment, requires a focused comprehensive effort at the program management level.

Solutions:

- Establish a program wide single clearinghouse for all construction related logistical activities. PMG implemented a similar program at LAX for Coordination and Logistics Management (CALM) responsible for coordinating every aspect of construction “presence” at the airport including long-range access planning, haul routes, laydown areas, contractor parking, roadway and utility shutdowns. All projects coordinate activities through the CALM team and must obtain CALM approval for any work beyond the project boundary or utility shutdowns within the project boundary.

To enable speedy approval and well-coordinated activities, CALM created a time-related GIS database that shows in real time where contractors are working or operating and the various utility shutdowns scheduled and the affected facilities. Every disruption in normal operations is cataloged and the affected parties, larger airport development team, and broad airport tenant base are notified, and plans are built to mitigate the impact in advance. Public relations/information campaigns are developed to adequately address the impacts to both the frequent and infrequent traveler.

5. Solid Program Governance

Without solid, consistent, institutionalized program governance for each project, the organization has a very limited ability to timely identify risks and

respond with mitigations before damage occurs to schedule, budget, or scope.

Solid governance also allows for the collection of consistent data structures (i.e. Big Data) across all projects. Big data analytics can be applied on project performance data as well as external data sources. An example of external data analytics is the identification of Aggregate Risks. Aggregate Risks are those risks that may be insignificant at the project level; however, become significant at the program level like regional concrete demand or labor availability. Another aggregate risk would be the timeliness of decision-making. Slow decision making on any one project is recoverable. However, when this behavior is propagated across the entire program, schedule and cost impacts can balloon into very large problems.

The ABIA program includes a large number of simultaneous projects being executed in an active operational environment across multiple contracts in a confined area with many stakeholders strongly voicing their concerns and positions. The Program is complex, dynamic and multidimensional with constantly changing constraints and operating conditions.

Solutions:

- Enhance programmatic governance documents (e.g. Program Management Plan) to include defined programmatic procedures in all future procurements (and modify existing contracts on a case by case basis). Examples include:
 - Defining levels of authority, both by value and subject, across both ABIA and EPM/program management team
 - Outlining the relationship between the larger City organization and ABIA
 - Defining roles and responsibilities for ABIA staff and program management staff
 - Define performance metrics required to be collected by all projects and the program overall

- Define a required timeliness process for decision making that has performance metrics collected at the project level and aggregated at the program level.
- Establish a performance-based structure for contracting compensation and management. This approach will drive projects under the programmatic umbrella to better conform to appropriate standards and best practices.

6. Short Term Gate Requirements During AMP Development

We see a risk of having insufficient terminal facilities to meet the passenger activity levels over the next 3-4 years while waiting for the first set of new AMP terminal gates to become operational. The time may be adequate to construct the desired AMP facilities and the Master Plan approach and timing is likely sufficient in the long run. However, over the next 3+ years, if passenger activity levels continue on their current growth trajectory, the need for additional terminal and gating facilities may arrive faster than the current program's ability to deliver facilities to meet that need.

Solutions:

- Build the proposed AMP facilities faster. This step would require substantial analysis, exploring that could include but are not limited to: alternative delivery methods, compression of the schedule, using a procurement/construction approach with multiple bid packages/GMP's all developed in a progressive fashion by the design/construction team. This approach will require a thorough analysis and evaluation of the benefits and risks associated with each of the mitigation strategies associated with going faster. The balance to found is make sure that ABIA, to paraphrase Coach John Wooden, "develops new facilities quickly, but doesn't rush." Rushing simply introduces new risks and failure points. While theoretically possible, this option has limits.

Program Approach // Continued

- Adjust the AMP scope to add interim terminal processing/gating facilities with a building type and scope that can be delivered much more quickly. Terminal facilities can be developed much faster if the building type and amenity set are considered to be more flexible than the standards required for the AMP facilities. The AMP facilities need to last for decades, have maximum flexibility to serve passenger and airline needs that will change several times throughout the facility lifecycle.

Interim facilities can meet current needs with a much faster development schedule if they are designed and constructed in a manner to serve the 10 year lifespan of the AMP. Combined with the develop steps noted above, we believe interim terminal capacity can certainly be met much faster than the current schedule for delivering new gates and terminal processing capacity.



Analysis of ABIA Program Schedule

ABIA has spent time and resources preparing the schedules for current and planned investments as part of the recently adopted Master Plan. At a high level, it appears that it is possible to build the volume of improvements within the time frame allotted. However, we have three observations:

- First, the schedule suggests that about \$30-40 M a month needs to be spent on average for the entire duration of the program, recognizing that a significant number of months will have a much higher spend rate. This demands an organization built to make decisions, with formal delegation of roles and responsibilities. Delays for any reason, costs \$100,000's per day on a program of this scale. As observed earlier, this is not a "business as usual" effort and the execution approach and tactics will demand a strong organizational approach.
- Second, when project schedules are developed outside of the program controls/risk management process, there is a tendency to

pursue deterministic scheduling (a schedule driven by the desired outcome) vs probabilistic scheduling (schedule determined by actual development drivers) with a great risk for schedule and cost growth. Ultimately, the program schedule will need to be pressure tested against market realities and for sensitivity to dependencies and risk.

- Finally, schedules can fail if the program definition is incomplete and not fully formed. These types of risks can result in longer design schedules or, worse, the rework of construction

Ultimately, adequacy of time is more a function of organizational preparation, development planning, program controls and analytics, than it is the simple understanding of the specific time required to design and construct any given improvement or the program overall.



d). A brief description of how the team intends to manage its resources given that multiple tasks will occur concurrently. Describe how the team intends to manage resources through interaction with multiple stakeholders with potentially conflicting program goals.

EPM Team Resource Management

PMG's team members have significant hands-on experience in cross-functional disciplines and will use a multifaceted approach to manage the work with limited resources:

- Effectively integrate the team of PMG, ABIA staff, and augmentation staff as described in organizational approach in Tab 9. Structuring the EPM team with cross functional, collaborative, and flexible personnel with a depth of experience, helps maximize capacity.
- Manage first at the program level, moving down to the project level when required
- Create and enforce development objectives that inherently set priorities for both projects and the program.
- Constantly communicate the current status and forecasts through the effective use of centralized communications tools with the ABIA executive team, ABIA staff, consultant teams, stakeholders, public and press.
- Create a program delivery plan that sets priorities that the ABIA can formally approve and stand behind.
- Supplement as needed and approved by ABIA, additional team members (as identified in **Attachment B**) to ensure proper resources and required knowledge are available for all tasks.
- Implement a formal program for knowledge transfer to the ABIA staff to increase the overall capacity of the existing ABIA team.



e). A description of your work program by tasks. Detail the steps you will take in proceeding from task 1 to the final tasks. Include the points at which written, deliverable reports will be provided.

AMP Program Validation and Financial Assessment

Task 1 and Task 2

As discussed earlier in Tab 8, recommended work program includes a preliminary parallel track of:

1. Evaluating key development metrics that drive program scope, schedule, and cost for actual constructability, phasing, and cost and
2. Reviewing the affordability of the program.

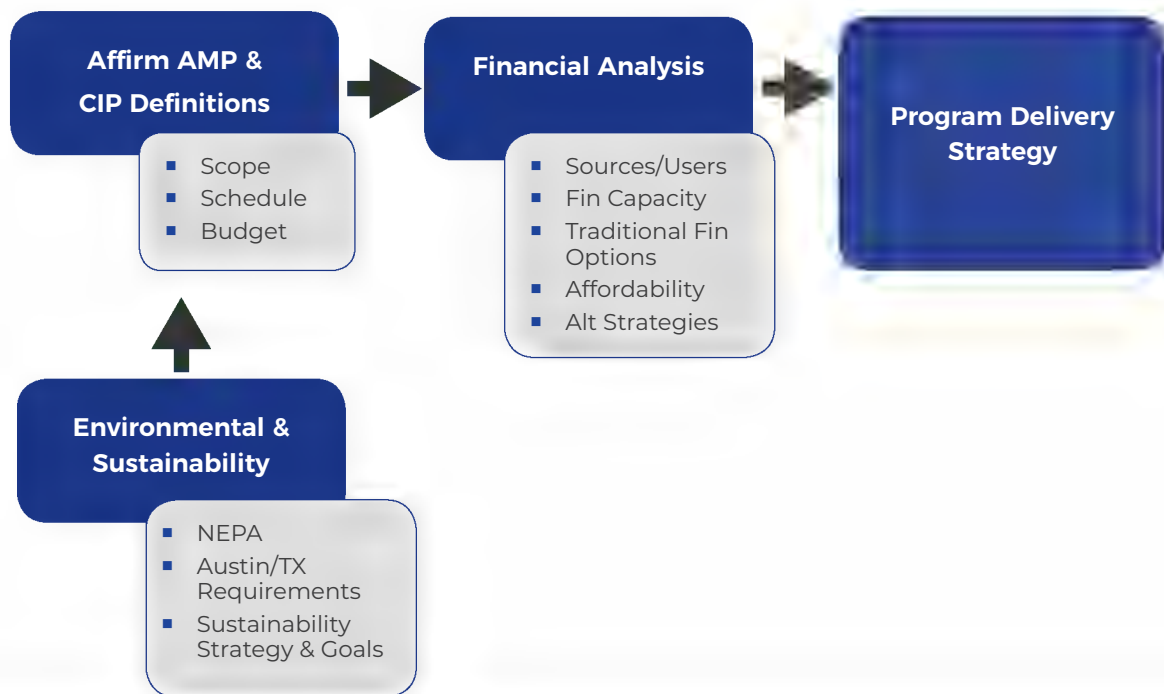
In each case, this initial evaluation starts with a high level screen. If no concerns arise, the work effort would move onto the Delivery Strategy Definition phase.

Tasks 3-14

If issues or concerns arise in Tasks 1 or 2, the process would move into ever greater degrees

of detail for Program Validation/Optimization and Financial Assessment. These functions are described in great detail in Tab 9. The outcome would ultimately be 1 or more potential development options, including scope, schedule, and financing alternatives.

The inclusion of NEPA and other environmental regulatory/sustainability strategies have been included in this process at a general level because of the influence on program schedules. Because the NEPA and other environmental approval are often the long pole first step in any airport development program schedule, understanding and defining the environmental analysis and approvals are a necessary part of program definition and affordability.



Delivery Strategy Definition and Execution Plan Development

Central to these next activities are the broad steps described below in diagram below that represents PMG's approach to defining and designing the elements that comprise a program delivery strategy for our clients. We have found the more these steps can be used, the more likely the owner reduces the amount of unanticipated surprises and achieves a greater ability to successfully manage their development program versus having the program manage the owner.

Following along with the chart below, these steps are:

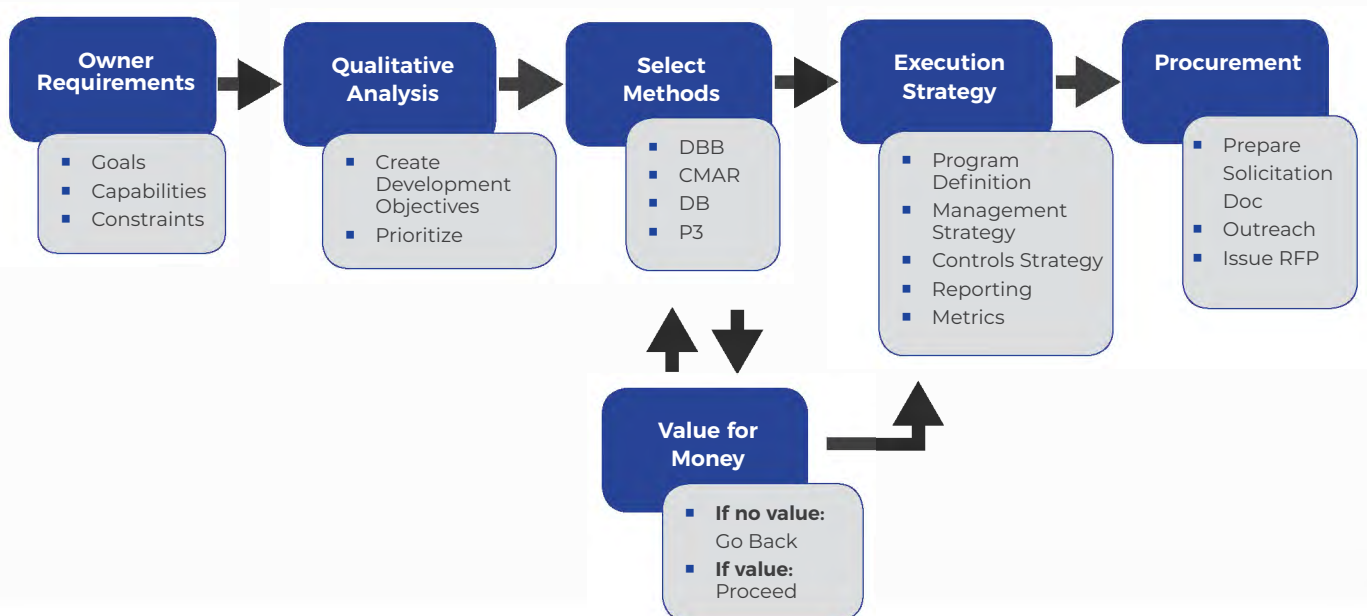
Tasks 15-17 - Owner Requirements

The foundation for this analysis is built by developing a firm understanding of ABIA's:

- Priorities, expectations, and requirements
- Program constraints whether found in law, business practice, or organizational culture
- Organizational capabilities

Identifying the owner's requirements sets the table for all follow-on decisions including organizational design, management strategy, communications strategy, stakeholder management, defining performance metrics, and the organization and approach to the controls strategy. These results establish boundary conditions for the Program about what is possible, what is required, and what cannot be considered.

This work effort will involve sitting with the ABIA executives and appropriate subject matter staff and working through a series of detailed workshops regarding these three areas. It is important to get organizational agreement on the conclusions of each focus area because the outcomes are the foundation for the steps below.



Tasks 18 - Qualitative Analysis

With Owner Requirements in hand, the next step involves using the priorities, constraints, and capabilities to create development objectives that will guide all subsequent decision making in the Definition and Execution Plan processes. Development objectives can be viewed as “Organizational Values” related to development of the AMP program. Examples of development objectives used at other airports include:

- Degree of Design Control or Influence
- Owner Management of Operations
- Efficient Transfer of Design Risk
- Efficient Transfer of Cost and Schedule risk
- Development Phasing Flexibility
- Increase Access to Off-Balance Sheet Capital
- Minimize Schedule Growth & Duration
- Owner Management of Stakeholder Engagement
- Minimize Change Orders
- First Cost Certainty
- Total Cost of Ownership

These are provided as examples only – every airport has a different set of objectives defined by their unique situation. The specific priorities, constraints, and capabilities of ABIA are different than those at LAWA, DFW, or SEA. The specific definition and choice of objectives must be customized for each airport owner. We recommend that 6-12 development objectives be created that allow enough detail to differentiate options without being too unwieldy for the next steps in the process.

Prioritizing the development objectives is the final step in this section. The weighting of each objective creates greater clarity in the choices the owner makes based on these objectives. As a big picture outcome, the prioritizing (weighting) of these objectives can often cause owners to reconsider their preconceived notions about delivery method selection. We have seen more

than a few times that an owner’s expectations for what delivery method is “correct” for a project is changed by using this prioritization process. The owner’s were surprised but understood the outcomes because for the first time they prioritized their objectives.

For a very large program, like ABIA, there will be development objectives that are common to all projects within a program and then there will be objectives that are specific to individual projects within the program. Not every project has the same schedule requirements or owner priority. For example, a terminal building may have a much faster schedule for construction relative to the airfield development schedule because insufficient aircraft gates is often a more restrictive capacity constraint for the airport operator.

Tasks 19-20 - Delivery Method Selection

The delivery method selection is a central part of the delivery strategy definition and focuses on how the owner works with designers and general contractors to develop a project. Correctly defining why and when to employ a delivery method is a critical organizational capability.

Consistent with PMG’s overall approach of systematizing development processes, delivery method selection for the program is best served by creating a repeatable and consistent approach to selecting delivery method for each individual project or types of development. Differing projects can have different delivery method requirements. PMG’s approach to delivery method selection depends crucially upon on two fact sets 1) the owner’s prioritized development objectives for a project and 2) the narrow but critical set of differences between the four broad categories of delivery method.

The delivery method selected for a project impacts several follow-on conditions: program efficiency, program management staffing and organizational

Program Approach // Continued

structure, speed to market, and risk management. The effects are magnified when the approach to selection is inconsistently applied and when cascaded over an entire program can have substantial budget and schedule influences.

There are no “right” delivery methods, but rather strategies that are uniquely applied to each project while still addressing the owner’s objectives, constraints and capabilities. With the correct circumstances, Design-Bid-Build can be the right delivery method for some airfield work while Progressive Design-Build may be a better fit for a facility renovation that is schedule constrained. The development context, development objectives and risk profile ultimately drive these decisions.

Our approach tests each of the delivery methods against the owner’s development objectives for each project or categories of projects. This best fit analysis focuses on finding the categories

of delivery method that are the closest match to the owner’s needs. The delivery methods are broadly customizable to match the owner’s specific situation. The development objectives help narrow down to the category type - Design Bid Build, Construction Manager at Risk, Design Build, and P3 – that can best meet the owner’s development requirements

Essentially each delivery method is measured for the fit within each development objective, both overall and relative to each other, resulting in a numerical score for each delivery method across the list of development objectives. The weighting of the development objectives creates further definition that clarifies the differences and fit of any delivery method category with the owner’s priorities, capability, and constraints. The template below provides an example of how this occurs in practice.

	Priority	Design Bid Build Scores		CM at Risk Scores		Design Build Scores		P3 Scores	
		Base	Weighted	Base	Weighted	Base	Weighted	Base	Weighted
Design Certainty	3		0		0		0		0
Owner Mangement of Operations	3		0		0		0		0
Cost Efficient Risk Transfer	2		0		0		0		0
Development Off Ramps	1		0		0		0		0
Increase Access to Off-Balance Sheet Capital	1		0		0		0		0
Minimize Schedule Growth & Duration	2		0		0		0		0
Owner Management of Stakeholder Engagement	3		0		0		0		0
Minimize Change Orders	2		0		0		0		0
Cost Certainty	3		0		0		0		0
Total Cost of Ownership	2		0		0		0		0
Total Base Score		0		0		0		0	
Total Weighted Score			0		0		0		0

FIT OPTIONS

Best 4	Priority Highest 3
Better 3	Medium 2
Good 2	Low 1
Not Good 1	

Task 21 - P3 Analysis

As demonstrated in the Program Delivery strategy flow chart, if P3 rises to the top as a priority choice and apparent best fit with the owner's priorities, a further P3 evaluation is warranted to determine a project or set of projects objectively benefit the owner by using a P3 delivery method, weighing risk, schedule, and cost/affordability. This effort is discussed in detail further in Tab 9, but involves the key following steps:

Phase 1

- Setting of Objectives and Goals
- Financial Evaluation
- Design/Build Evaluation
- Environmental Evaluation
- Legal Analysis re Delivery Model / Procurement Authority
- Workshop re Delivery Model Selection
- Documentation of Workshop Results
- Prepare Briefing Materials
- Brief Board and Key Public Officials
- Risk Mitigation Workshop (Cost & Schedule, Environmental, Right of Way, Utilities, Third Parties, Energy, Interfaces etc.)

Task 23 - Customization of the Delivery Methods

As described in more detail in Tab 9, the delivery methods used should be customized to ABIA to fit it and the individual project at hand. The customizing efforts need to be based upon ABIA's current situation as defined by the development objectives, capabilities and constraints. While there are fundamental differences between the delivery methods that in general cannot be changed, there are a number of strategies possible to create a better fit of any selected method to the airport owner's situation.

Task 24 - Finalize an Implementation Plan Addressing Scope, Schedule, and Budget

With the preceding key decisions made, an implementation plan outlining scope, schedule and budget for the entire program can be updated.

Tasks 25-37 - Execution Strategy

With the delivery methods selected for projects within the program, the core elements of an execution (implementation) strategy can be created. Throughout Tab 9, the detailed steps or actions associated with this entire category of activities are described in much greater detail.

It is important to build an approach that is customized to ABIA's specific needs and not simply a copy and paste the last program management approach used on the last major program. We have found when an agency simply employs the delivery method used somewhere else without any customization to their situation, this often results in a mismatch between the program management team and the owner's expectations for: priorities, organization culture, communication, and team integration with the owner. This all manifests itself in slower delivery, higher costs, with much less communication and accountability.

We believe that a customized execution strategy combined with an integrated executive program management with the Owner's staff team are both hallmarks of PMG's approach to EPM services and key drivers for the success our clients have experienced.

As noted in the program delivery strategy diagram, the elements of an implementation strategy include:

- Program Definition
- Management (Organizational) Strategy
- Controls Strategy

- Reporting Approach and metrics
- Procurement

Program definition is a step where the owner sets out a minimum methodology and minimum data standards to which the projects within the program will conform.

The management, or organizational, strategy defines how the owner and its supporting consultants are organized to ensure the program is delivered on-time and under budget with transparency, auditability, and accountability. The details of this effort are discussed within in Tab 9.

Program Controls and reporting/metrics approach, discussed in more detail in Tab 9, define how schedule, cost, documents, and change are monitored, managed, and controlled. Program Controls are an essential component to program implementation and have an influence on the success of nearly every other element of program implementation. After the Program Leader, the Program Controls function is the most important element of any EPM implementation team.

Designed correctly, Program Controls create the ability to understand and communicate current performance, see future challenges over to the horizon, provide support and tools for management to the design and implementation project managers, and ensure that the current state of scope, schedule, and cost are both accurate and visible. It is important to define HOW project performance is reported, that measuring that performance is repeatable, and that the metrics used are meaningful and understandable.

The customized procurement strategy and schedule for ABIA will be driven by the delivery method design and contracting methodologies, both of which depend on the overall program

development objectives, organizational constraints, and organization capabilities.

Breaking these categories above down into more detail results in the following actions:

- Develop an Outline Program Controls Strategy
- Develop an Outline Risk Management Plan
- Develop the Outline Program Management Plan
- Prepare an Outline Integration Plan Tying Together AMP and CIP
- Create an Outline Management/Organizational Strategy
- Validate or Create Project Prioritizing Process for AMP and CIP
- Validate or Create Project Readiness Process for AMP and CIP
- If P3 is utilized, Develop a High Level Approach to P3 Procurement
- Define Performance Metrics/Reporting Approach
- Create a Process for Evaluating Project Management System and other software
- Develop enhancements to Payments
- Develop enhancements to Procurement
- Create a Procurement Schedule for the Full Program

Program and High Level Finances			Schedule		Dependencies	
Program Assessment Section)	Financial Overview	Narrative report	2 weeks			
		Narrative report	3 weeks			
	Operational Details	Narrative report	2 weeks			
		Narrative report	3 weeks			
		Narrative report	3 weeks			
		Narrative report	2 weeks			
	Risk Management	Narrative report high level schedule and priority list of AMP projects	2 weeks			
		Narrative report and outline schedule	3 weeks			
		Narrative report and budget, schedule, cash flow	3-5 weeks			
Program Validation Section)	Financial Overview	Narrative report	2 weeks			
		Narrative report	2 weeks			
		Narrative report	2 weeks			
	Operational Details	Narrative report and financial analysis	4-8 weeks			
		Narrative report and financial analysis	4-8 weeks			
	Risk Management	Narrative report	2 weeks			
		Narrative report	3 weeks			
		Narrative report	3 weeks			
		Narrative report	2 weeks			
Program Delivery Method Categories	Financial Overview	Narrative report	2 weeks			
		Narrative report, short listed of delivery methods	1 week			
		See Financial Assessment: Value for Money Analysis	1 week			
	Operational Details	Narrative report	3 week			
		Narrative report, and delivery method selection for projects/program approach	2 weeks			
		Narrative report and updated program scope, schedule, and budget	3 Weeks			
	Risk Management	Narrative report, project controls outline structure and definition	3 weeks			
		Narrative report	4 weeks			
		Narrative report	4 weeks			
		Narrative report	4 weeks			
Program Implementation and Procurement Analysis	Financial Overview	Narrative report, organizational structure, anticipated staffing needs, schedule	3 weeks			
		Narrative report	2 weeks			
		Narrative report, list of preliminary metrics	3 weeks			
	Operational Details	Narrative report and implementation Schedule	4 weeks			
		Narrative report	2 weeks			
		Narrative report	2 weeks			
	Risk Management	Narrative report and schedule	3 Weeks			

Tab 9

Program Concept and Solutions

In narrative format, define in detail your understanding of the requirements presented in the Scope of Work and your proposed solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your response.

- a) Describe your approach to determining the program needs, solving the program needs, advancing the program and delivering the facilities identified in the master plan.
- b) Provide program specific detail for following items:
 - i) Provide recommendations for program organization to most effectively and efficiently complete projects.
 - ii) Provide an implementation plan that identifies the scope, program costs and schedule for the programs listed in the AMP
 - iii) Provide a solution for how the AMP proposed programs will be integrated into the Airport's existing renewal and replacement programs.
 - iv) Provide solution for the development of a program management plan
 - v) Provide a risk management plan to include identification and recommended mitigation vi) Provide program delivery strategies
 - vii) Provide strategy for program controls to include schedule controls, cost controls and reporting
 - viii) Provide strategy for organizing program procurements in order to be most effectively and efficiently completed. Include strategies for proposed changes to the City organization to best implement the program.
 - ix) Provide strategy for organizing the work payment processing in order to be most effectively and efficiently completed. Include proposed changes to the City organization to best implement the program.
 - x) Provide a list any technologies and/or software recommended for program implementation.
 - xi) Provide overview of strategy for financing and development options for implementation of the program.
 - i) Provide overview of strategy for legal guidance on the implementation of the program.

Tab 9: Program Concept and Solution

a). Describe your approach to determining the program needs, solving the program needs, advancing the program and delivering the facilities identified in the master plan.

As discussed in Tab 8, the program validation effort will start with a high level review of key underlying assumptions for the current development program plan, conducted in parallel with a high level financial evaluation. The primary goal is to identify if there are either assumptions concerns to be addressed or financial affordability challenges to consider. At a minimum, the physical development needs to be evaluated for 1) scope and schedule requirements in relationship to the actual passenger activity growth levels that are occurring and 2) the feasibility for the phasing and constructability for the proposed program schedule.

If there are challenges, then the key activities listed below would be evaluated in greater detail, as required, to answer the challenges noted above. The ultimate strategy is to work iteratively in concert with the Financial Evaluation process to arrive at a modified set of program options that addresses both passenger activity levels and standards for financial affordability.

Program Validation - Program Needs, Concepts and Solutions

Our recommended work program includes optimizing the program to align facility requirements with potential funding and program execution requirements and an overall development approach.

In 2018, activity levels rose to record levels for the ninth consecutive year, with 15.8 million annual passengers (MAP) using the Airport, nearly 14 percent higher than 2017. The 2040 Master Plan sets forth a framework of improvements to meet activity growth and enhance ABIA as the airport of choice for central Texas. It should be noted that activity levels are growing faster than forecasted in the master plan, and have already reached the first Planning Activity Level (PAL) threshold. The PAL 1 improvements comprise an ambitious plan including:

PAL I, 16 MAP

- New 863,000 sq. ft. North Terminal Building
- New north terminal entrance roadway ramps and curb front (2-levels)
- New 803,000 sq. ft. 20-gate Midfield Concourse, aircraft apron and hydrant fueling system
- Elevated passenger bridge connection between the Barbara Jordan Terminal and remote Concourse
- New airport entrance roadway intersection with SH 71 (Braided Left Turn)
- New Aircraft Design Group (ADG)-VI Taxiway 'D' parallel to existing Runway 17R-35L
- New Runway 17R-35L rapid exit taxiways
- Various new ADG-V taxiways and taxilanes (lighting and signage)

- New Remain Overnight (RON) aircraft apron area
- General Aviation expansion apron, hangars and auto parking (3rd party development)
- New Aerial Firefighting facility adjacent to Texas Department of Transportation (TxDOT) Aviation (3rd party development)
- New Central Warehouse and Cross Dock facility adjacent to Golf Course Road
- Relocation of Golf Course Road (Phase 1)
- Expansion of the existing Catering facility (3rd party development)
- Expansion of the existing Central Utility Plant
- New east and west Airfield Lighting Vaults
- New Employee Parking north of State Highway 71
- Expansion of the North Cargo facilities (3rd party development)
- New south Central Utility Plant
- Miscellaneous utility upgrades
- Miscellaneous non-aeronautical development area for commercial development (3rd party development)
- Depress Emma Browning Road under the new cross-field taxiway
- New north and south aircraft hold pads for Runway 17R-35L
- Expansion of the Remain Overnight aircraft apron area
- New South Airport Firefighting Station
- Expansion of the Belly Freight facility (3rd party development)
- Expansion of the Ground Support Equipment Maintenance (GSEM) facility (3rd party development)
- New south Information Technology facility
- Expansion of the General Aviation facilities (3rd party development)
- Extension of Golf Course Road to the south (Phase 2)
- Expansion of the North Cargo facilities (3rd party development)
- New west side Aircraft Maintenance hangars and apron (3rd party development)
- Miscellaneous aeronautical development areas for support facilities
- Miscellaneous non-aeronautical development area for commercial development (3rd party development)
- Public viewing area

While the improvements listed above are considered necessary for current activity levels, ABIA also must consider improvements required needed for the future to meet passenger growth requirements for PAL 2 and beyond. The length of the implementation cycle requires that these improvements be considered now, in order to bring them on-line commensurate with actual activity level requirements. It should be noted that ABIA has current CIP projects planned or in progress that should be integrated into this process to represent a comprehensive set of Airport needs.

PAL 2, 18 MAP

- Renovation of the existing Barbara Jordan Terminal interior space allocation
- New ADG-V cross-field taxiway (lighting and signage)

The master plan estimated costs for the PAL 1 program is \$3.86B and PAL 2 is \$287M (2018 dollars). Broadly, this is the level of investment required to accommodate growth through the 2027, depending on actual activity level growth.

In reviewing the scope of this plan, nearly all aspects of the Airport would be involved in some level of improvement or would experience adjacent construction. The type of development is all-inclusive, with everything from terminals and elevated walkways, taxiways and aircraft parking aprons, and utilities, roads, and parking. In summary, the development is campus-wide, challenging to operations and implementation will

require a comprehensive team with an extensive skill set.

Strategic Optimization Approach

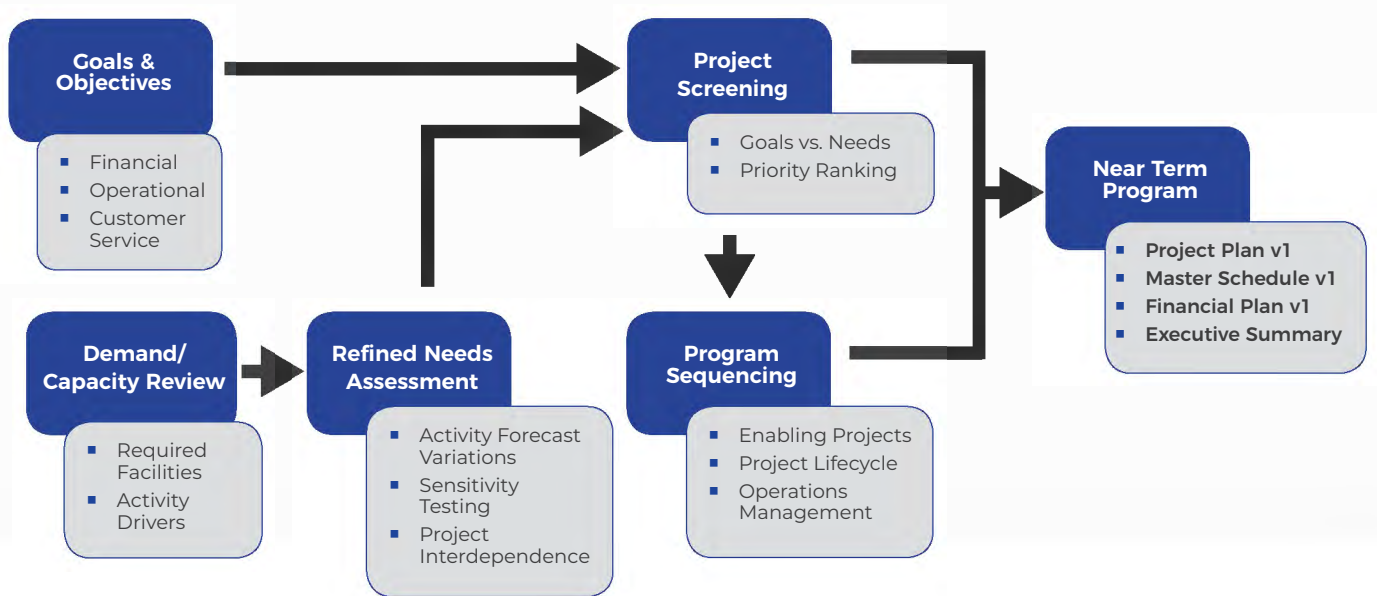
Given the magnitude of planned improvements, it will be important to develop an optimized program that can be feasibly executed. In general, optimization should include establishment of goals, plan refinements, sequencing and scheduling, and preparation of a first version comprehensive program.

We envision a highly collaborative and rapid approach to this task. **ABIA has just completed the Master Plan - we are not suggesting to re-plan the AMP - that is not a necessary task.** We propose to conduct only the amount of planning activities necessary to address any issues associated with key development assumptions or the consideration of alternatives to the extent required by financial affordability. The steps proposed would only be pursued to the depth required by the nature of the issues at hand. Our approach is not intended to pursue a reduction in the Master Plan projects.

We first would work to evaluate how to build the program as planned financing and alternative delivery method options considered as a first order priority and then pursue scope adjustments as required by that analysis.

We would expect to work closely with ABIA during all phases of the analysis, receiving input and guidance from multiple stakeholders, which would generate understanding of and support for recommendations that are developed. We suggest a strategic approach to near-term program definition, as shown in the chart below. We would refine the master plan project recommendations, considering program goals and objectives, variations from forecasted activity, and appropriate sequencing requirements. This analysis would be designed to ensure that the recommended program will meet requirements and be positioned for successful execution.

Strategic Optimization Tasks and Work Flow



Goals and Objectives

While the recent Airport Master Plan included a set of goals and objectives, a targeted set of goals should be developed that are oriented towards the successful execution of the program. These goals should match up to the financial evaluation process but also consider the passenger service/customer service expectations for ABIA:

- Level of desired service standards
- Passenger service levels
- Business partner needs

Demand/Capacity Review

As required and particularly related to the evaluation of growth in activity or evaluation of financial affordability, we would recommend a high level demand/capacity review of master plan recommendations, to confirm refine the level of needed facilities corresponding to future time frames. The intent of this analysis is to yield a more granular understanding of the exact type of facilities and schedule in order to better inform program sequencing. The demand /capacity review typically would include:

- Airline gates and hold rooms.
- Concessions and common use areas.
- Ticketing, bag drop and outbound bag screening facilities. Terminal entry hall facilities including ticket counter positions, bag drop facilities, kiosks, and outbound baggage screening facilities.
- Baggage handling and bag claim devices and space.
- Federal Inspection Station functions, including baggage
- Roadway and curb requirements
- Parking (all types). Parking requirements corresponding to future activity levels as well as revenue goals.
- Utility needs, including central plant expansion and utility infrastructure upgrades.

The result of this task would be a more detailed understanding of the need for capacity or capability improvement projects, as well as the time period by which each should be implemented to meet demand or operational need.

Refined Needs Assessment

Based on the results of the evaluation of demand/capacity, it is recommended that a refined set of projects be assembled. Again, this is proposed to be evaluated only at the level of detail required to address either assumption issues or financial affordability issues or both. This refinement would consider multiple factors of importance, but most significantly:

- Activity Forecast Variations
- Sensitivity Testing

It is recommended that scenario planning be used to consider varying improvements and levels of improvements. Scenarios should include the potential for activity levels to rise faster or slower than forecasted. The intent of this analysis would be to identify critical projects that appear needed in multiple plausible scenarios as well as those that might be considered more secondary and thus candidates for delayed implementation.

It is important to consider the entirety of the operational system to reduce the potential for artificially created peaking on specific airport facilities, which could lead to operational/passenger disruptions. If, as part of this analysis, sequencing or scale changes are required, it is necessary to correctly identify dependencies.

Overall, this effort would result in a refined set of projects, establishing those that are needed to meet demand over multiple time frames. This would include the facilities evaluated in the demand/ capacity review task.

Project Screening

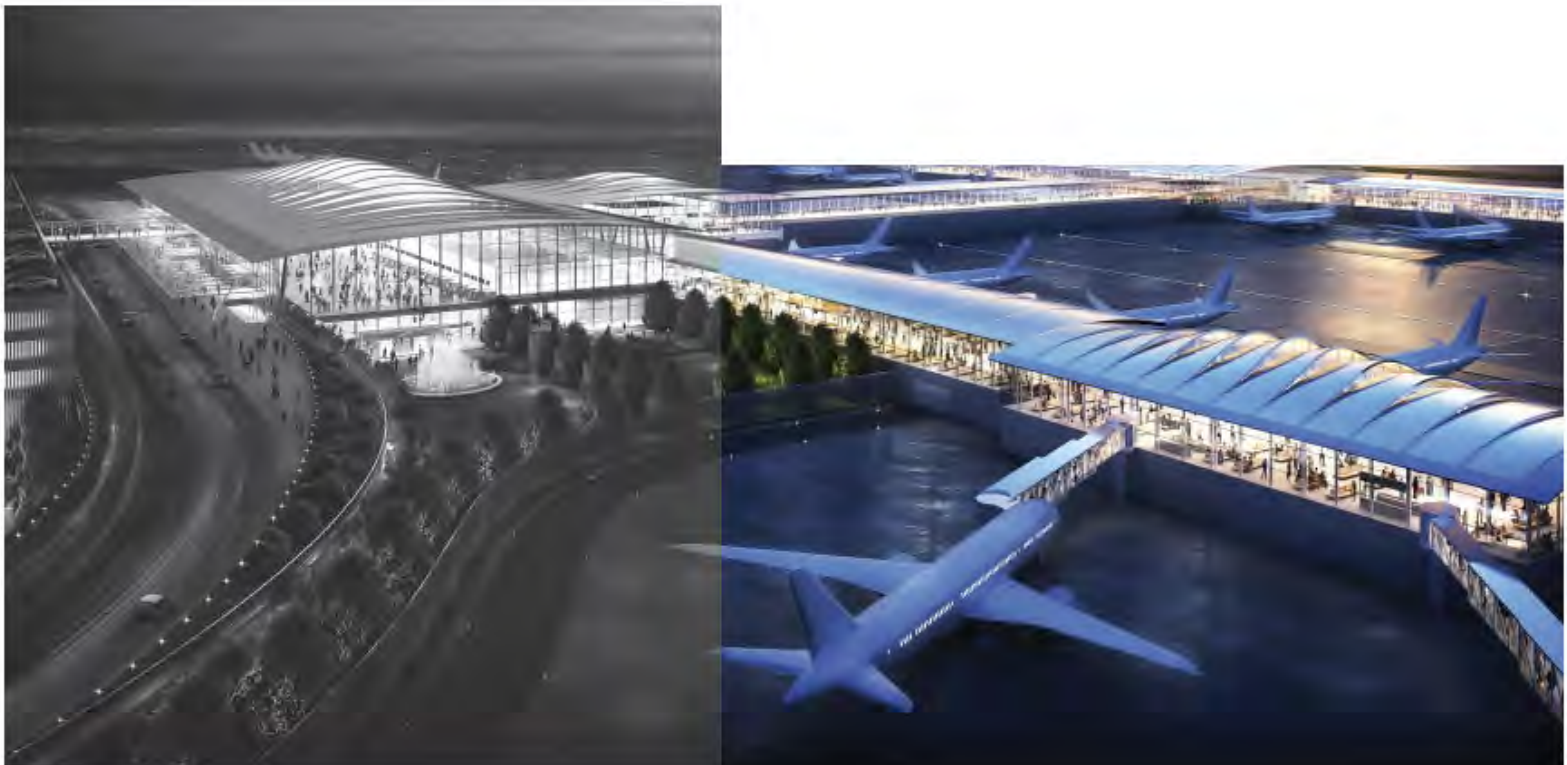
A project screening process would be recommended to evaluate the needed projects against the goals and objectives established in the goals/objectives assessment. A scoring matrix would be developed that would include the relative favorability of each project in accomplishing the goals and objectives. Weighting of the selection factors would be considered as appropriate. The chart below shows a typical scoring matrix that might be employed for each project under consideration resulting in the establishment of a project priority order.

Typical Project Screening Scoring Matrix Diagram

Again, this approach will be used only to the extent necessary to support the evaluation of affordability requirements of ABIA or development issues impacting the AMP. If total funds available do not support the entire program scope, this process helps create an initial high level approach to identify the most important projects to fund.

Program Sequencing

Based on the results of the project screening, a priority order would be developed for all projects under consideration. Additionally, enabling projects would be identified to ensure that the program would have cohesion and functional viability. Full schedule should be considered (NEPA, project definition, procurement, design, construction, and commissioning) in preparing an appropriate sequence, and this may lead to adjustments in project start and duration. It is recommended that each project be subjected to an operational review which would address the need to maintain airport operations during construction activities. This review would identify potential operational impacts that should be mitigated during the development phase.



b). i). Provide recommendations for program organization to most effectively and efficiently complete projects.

As noted earlier, major capital programs are not “business as usual”. The concentrated nature of having several projects underway at the same time and location increases the complexity, confusion and management requirements significantly. The challenge is further complicated by the location and vulnerability of an active airport environment and the high profile nature of large capital programs. Thus, the management and organizational strategy employed becomes a crucial factor in the airport’s probability for success.

The program management strategies employed by airports range from completely managing the program with in-house staff to completely contracting out management of the program to a professional program management firm. The trend at medium to large airports with major programs is to use a blend of airport staff and program management consultant staff. The right mix and how much management control is contracted away is a balance of the owner’s need to move quickly and efficiently, maintaining the level of control necessary to manage the risk exposure, measuring against the capacity and skill-sets of the existing airport development team.

PMG’s proven organizational philosophy is to create an integrated management team led by the owner, advisory support and program leadership by a small group of Executive Program Managers, using staff augmented firms to supply the bulk of the labor for the program management operation. The integrated team needs to have the right balance of airport and consultant staff to help ensure the interests and focus are always at the forefront AND that the necessary talent and skill sets are present to maximize the probability of success. The responsibility of project execution and success, or failure, ultimately lies with the owner.

We believe the owner should embrace these responsibilities and not relinquish management and leadership control to a single program management firm, but integrate executive program management staff into the owner’s management organization in order to provide the experience and skill sets necessary to effectively manage large programs. This integrated management team approach takes full advantage of current airport staff experience and expertise, incorporates consultant staff experience and skill sets where needed as well as ensures the retention of institutional knowledge within the owner’s organization as the program evolves and comes to closure.

It is important to first build a management plan before procuring an augmentation staffing vendor. In Tab 8 and Tab 9, we described the process that PMG proposes to use to select the delivery methods for projects within the program. Those steps that include ABIA constraints (legal, policy, practice) and capabilities (staff experience, capacity, & knowledge) along with the selected delivery methods, helps identify the organizational needs, both in structure and in scale over time, while defining the contours of where the existing ABIA organization and a future development organization can be integrated together and what roles are best supported by ABIA staff and what roles best served with augmented resources.

PMG’s approach to organizational solutions is founded on four principals:

1. Integrating the leadership of the airport and a small core group of experienced executive level managers (EPM’s) that a) support airport executive management decision making and b) lead the larger program management effort supported by augmentation staffing

2. Creating a program governance structure for the development organization that considers horizontal controls to ensure appropriate checks and balances but also vertical controls where ABIA leadership receives management advice in a manner where that advisory role is separated from financial or other outcomes arising from that advice
3. Customizing the design of the management strategies and organization to the airport's development objectives, delivery methods, capabilities, and constraints
4. Build a flexible the program management organization structurally made up of a combination of a) airport staff b) executive program management team and c) contracted augmentation staff that join the project as needed and leave the program when that phase of work is complete

Functionally, there are 5 categories that require leadership within most program management organizations.

- Program Leadership
- Design Management
- Project Controls/Risk Management
- Implementation (Construction) Management
- Operational Readiness Activation & Transfer (ORAT)

Nearly all the other activities of the program are contained within these categories. Organizationally, we see this demonstrated in the draft organizational chart on the next page.

This approach demonstrates our belief that the program management effort results in single integrated team versus an ABIA team and a program manager. With our proposed approach, each team member fills the role appropriate to their skills and experience, regardless of what company or organization that employs them.

This integrated approach takes full advantage of current airport staff experience and expertise and incorporates consultant staff experience and skill sets where needed. The team must be organized with the necessary, balance, redundancy, structure and skill sets to achieve the expectations and goals of the owner.

Customizing the Organizational Approach

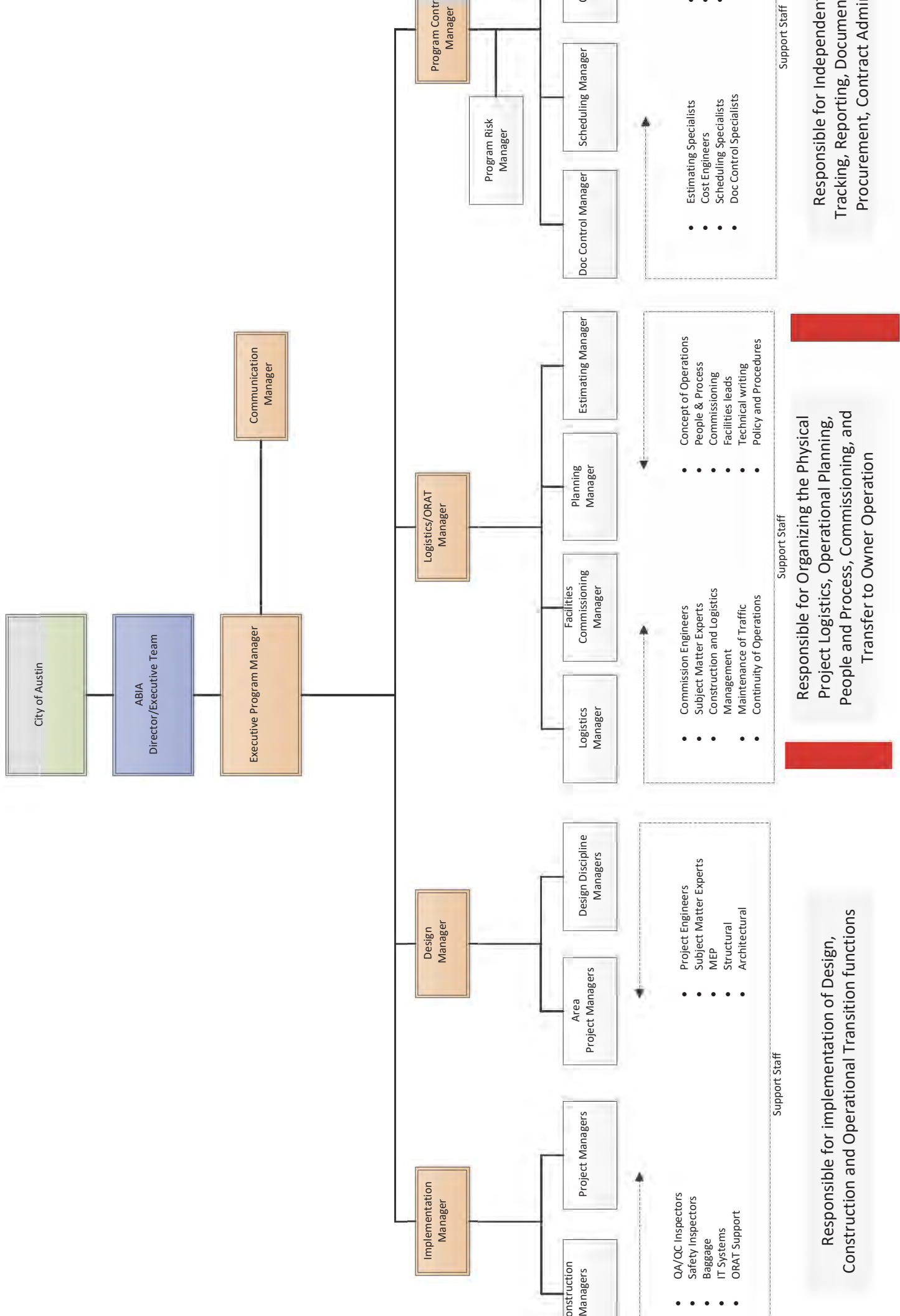
Using the organizational approach from the last airport large program for your program is broadly an ineffective strategy. That approach simply outsources the program management approach, decisions and culture to outside consultants. The owner's objectives, delivery method selection process, capabilities, and constraints should be the drivers of the organizational design.

The actual organizational elements must be fit and customized to ABIA's actual needs. There may be airport staff with the skills and experience fit to serve in one of the EPM leadership roles. There is no one-size-fits-all set of solutions, nor should design of the management strategy be based on how any one consultant or program management vendor ordinarily conducts business. ABIA needs to have solutions that acknowledge the organization's strengths and capabilities while augmenting staff in a way uniquely fit to ABIA.

Organizational Flexibility

We believe that it is important for first build a management plan before procuring a staffing augmentation/program management vendor. As identified in the overall program delivery strategy process, the EPM should work with the airport's management team to prepare a comprehensive plan of execution that identifies process and resources needed to carry out an execution plan.

SEGRIGATION OF RESPONSIBILITIES AND Hierarchy OF GOVERNANCE



As discussed above, the use of ABIA staff integrated into the development organization grows the capacity of the ABIA organization and staff, provides the development organization with a much better connection to the ABIA culture and organization, and helps constrain the overall costs of the program management team. It is important to avoid US vs THEM issues that can arise when a large program management team simply imports their team, their approach, and their culture into an airport. The reverse needs to occur and the integration of ABIA staff and the executive program management team contributes to ensuring the augmentation staff are oriented first to ABIA's culture and priorities and not to their home firm.

As the program evolves, some augmentation staff will remain on the project and some will leave the program as the work changes over time. Having organizational flexibility and appropriate contract controls supports having this staffing expand and contract on a just-in-time basis.

Separation of Duties

The business model for large program management organizations is to bring a wide range and quantity of lower cost staff and drive the billings accordingly. While owners ultimately control the program management contract and staffing, the decision to add staff is a mutual one

with the program management firm's leadership. While we believe these firms and their staff are client focused, their business model most often results in the airport owner receiving large bills with difficulty precisely identifying the value or benefit being created by scale of staff working on the project. PMC was originally founded by Mr. Paslay identifying this as an issue from his own experience and DFW.

Breaking the leadership cord between 1) augmentation vendors providing day-to-day staffing in support of the program management production effort and 2) the executive program management leadership ensures that ABIA is getting unbiased advice and feedback.

As described in our proposed structured, the EPM interests are aligned with ABIA – the EPM billings do not increase as result of growth in augmentation staffing. Breaking the dependency on a single firm for leadership AND general staffing provides a necessary alignment of interests between the EPM, ABIA, and the augmentation staffing provider.

Of note, the universe of augmentation firms is identical to those firms that would respond to the currently planned ABIA program management solicitation.



b). ii). Provide an implementation plan that identifies the scope, program costs and schedule for the programs listed in the AMP.

As discussed in Tab 8 and Tab 9, when the result of the evaluation of the program finances and the program validation/optimization is combined with delivery method selection, an overall development implementation approach is created. This program approach is described in terms of schedule, scope and budget for each project, a budget for the program overall, and a master schedule including predecessors and critical path, and a financial plan including a preliminary cash flow analysis and funding responsibilities.

Projects Plan

A plan for the execution of each project would be developed. This would have information similar to that contained in a Program Definition Manual. The scope, schedule and budget for each project would be established, as well as an operational plan to ensure airport operations continuity. The Project Plan would include:

- Purpose and Need
- Requirements
- Site issues and Utilities
- Project Components
- Phasing
- Operational Mitigation Plans
- Cost Estimates and Funding Sources

Master Schedule

A master program schedule would be created. This would incorporate the schedules for each project as previously developed, as well as the priority ranking prepared and agreed upon. Each project would have required predecessors identified. A critical path analysis would be developed to understand aspects of the program that present the highest risk to on-time execution. Schedule milestones would be prepared to support future program implementation tracking.

Financial Plan

A financial plan would be prepared to document the anticipated capital requirements and financial needs of the program. This would include revenues and other funding sources as appropriate. A management reserve (contingency) should be established for the program, and this would be included in the financial plan.

Program Level Requirements, Costs, and Schedule

With the above decisions, the program level activity required to support the owner's implementation of the program can be defined. This activity would also be priced and scheduled, all to be inserted into the Master Program Budget for all project and program costs as well as scheduling key activities (procurements are a prime example) into the Master Schedule.

Executive Summary

An executive summary of the recommended program would be prepared, suitable for decision-maker and stakeholder review. This document will be designed to gain support for program implementation by outlining the program needs and solutions on a clear and concise manner. It is expected that this will be a graphic-rich treatment, with accompanying text and data supporting the conclusions of this analysis.

Updating

This will not be a static document, and should be revised as the scheduled or when program metrics trigger a program review and evaluation.

b). iii). Provide a solution for how the AMP proposed programs will be integrated into the Airport's existing renewal and replacement programs.

We recommend there should be one all-encompassing program, including both the AMP projects and the annual renewal and replacement projects contained in the annual CIP budget. This requires integrating all the projects together in schedule and budget while utilizing best management practices as ultimately defined in the Program Management Plan. The key elements of this integration depends on:

1. Defining priorities
2. Validating or creating a project readiness process
3. Creating standardized processes for design and controls used by all projects whether in the AMP or annual CIP.

Business Planning/Prioritizing

The prioritization of projects is necessary on some regular cycle because the needs of the airport change, both for the CIP and the AMP program. The factors that drove AMP priorities are not static and need to be regularly evaluated for both demand & capacity as well as cost & schedule. Similarly, renewal and replacement are planned but the risks of unanticipated system or facility failures always influence the priorities of these improvements in order to support current airport operations. There must be intermediating step that manages setting these priorities and we suggest a business plan approach.

There are a variety of strategies used at airports across the country (and in fact may be used by ABIA) but we find the best of those efforts attempt to apply a weighted metric-based approach that delivers the most consistent measurement of individual projects, supports the ranking of projects and creates a repeatable experience over time. Ultimately, this business planning effort is rooted in developing priorities surrounding project development criteria and building a business case for each project.

The evaluation criteria are unique to every owner and their situation. The criteria below represent one example for how to prioritize the projects:

- Revenue generation
- Cost reduction
- Increasing productivity or efficiency (a corollary to cost reduction)
- Mandated projects, whether by the FAA, environmental standards, or City directives
- Safety and security requirements
- Customer service, level of service, or reputational concerns.

Each criteria is weighted, and then each project is scored by staff and reviewed by financial management staff and ultimately the owner's executive team. The weighting could be defined by the owner's executive team to prioritize mandates and safety/security at the highest level by way of example, followed by financial return, and the remaining categories falling into a third group of lower priority categories.

Readiness Process

We believe that it is essential to develop a project readiness process that requires every project, AMP or annual CIP, to meet minimum readiness criteria in order to continue to retaining commitments to specific funding on a specific schedule. The concern is that the accumulation of projects not ready to proceed to development can sequester funds, making them unavailable for use in the program for projects that are ready for development but aren't funded in the current year or near planning horizon. Without a formal process to evaluate readiness, the decisions about reprioritizing funds can be difficult to make, either by visibility or by organizational inertia.

While there will be defined priorities for every project, not every project (including the highest priority projects) are equally ready to proceed to the next phase of the development process. There are always issues (change in airline demand, program definition, dependency on a delayed project) that prevent a funded project from efficiently moving through the development process per schedule.

The delays project may be small or large, but regardless within a large program these can accumulate to a large amount of funds that influence the ability to advance the program. Additionally, every airport has experienced a large important project that is unable to timely advance for any number of reasons. When projects within large programs consume allocated financial capacity but are unable to execute per the schedule, escalation costs for the entire program, as one example, can unnecessarily rise unless the priorities and the sequencing of work are actively managed.

A readiness strategy provides the owner an opportunity to regularly evaluate the program and adjust the funding schedule for those projects not ready, and move ahead other work that is ready to go. We advocate a staged gate process where readiness is measured at various development steps or “gates”. Those projects that pass the minimum steps at a gate are authorized to proceed forward and continue to receive full funding.

Those that do not pass the current gate are placed into a separate funding level or time horizon, and are required to complete their work before passing through that gate. The unused resources are repurposed into the larger program and available for use to fund other work. Examples of these stages could be:

- Concept development with scope, schedule and preliminary cost estimate

- NEPA approval if required
- Notice of grant award (if grant eligible)
- Schematic Design, Design Development and bid read construction documents
- Site readiness or completion of necessary enabling construction
- Construction permit issuance

Conforming Standards for Design and Project Controls

For the integration to work, it is necessary for all projects to conform to common standards and expectations for all projects, regardless of being contained in the CIP or in the AMP Program. The areas of commonality most often necessary to work on include:

- Design Coordination/Management/Support from Planning to ORAT
- Use the readiness process as a vehicle to ensure design standards are consistently applied for each project and the program overall, and to guide decision making for design review recommendations when necessary
- Standard project lifecycle definitions
- Standard project deliverables
- Consistent Program/Project Control reporting
- Use of definitions contained within the program-wide work breakdown structure
- Schedule
 - While the Gateway Process will create schedules for each project, the development of a program schedule requires additional steps and may have follow-on impact individual project schedules and scope. Identify and document conflicts, opportunities, dependencies, and risks of all projects relative to each other.
 - As required, pursue mitigation and remediation of project scopes to create a schedule that is both achievable in execution AND meets the ABIA's overall program development objectives.

- Actively develop and/or amend the schedule of each project to fold into a master development program schedule aligned with the development objectives
- Estimating
 - Create a robust and standardized program-wide approach to estimating that ensures consistency of methodology across all projects, utilizing common assumptions, standards, and data sources all focused on eliminating surprises.
 - Conduct third party estimating that is responsible to ABIA staff for every project in the program. This accountability creates a higher quality product that also back checks and validates the estimating work of the designer or contractor
 - Define the all-in costs for program management needs for staffing (ABIA staff and augmentation), supporting resources, implementation, owner contingency, and forecasted escalation as separate documented costs.
 - Prepare a consolidated baseline program budget. At the program level, assumptions and estimating processes need to be evaluated/adjusted annually to reflect changes in market conditions and program scale or complexity. The results should update the program budget down to the active project level budgets and for projects yet to be started.
- Use the current ABIA facility lifecycle maintenance assessment (create a plan if it doesn't yet exist) to define the scope, schedule and costs necessary for renewal and replacement projects in future program years not currently budgeted. Additionally, program contingency should be developed to support work that is unbudgeted/unforeseen yet will still be necessary
- Fold all MP/Current CIP/Future renewal and replacement work together into a single 10-year program schedule and budget - conduct an evaluation of conflicts, opportunities, and risks
- Identify areas where phasing/packaging may warrant collapsing projects together to improve outcomes
- As discussed earlier, with the evaluation complete, pursue mitigation/remediation of project scopes as necessary to create a schedule that is achievable in execution AND meets the ABIA's overall development objectives

Implementing Integration

Finally, these are the steps we believe necessary to actively integrate the AMP and ABIA CIP.

- Projects that have not yet started should move through the Readiness process
- All projects currently underway should be analyzed to determine the value for integrating into the readiness process – some elements are too far downstream to formally use the process



b). iv). Provide solution for the development of a program management plan.

A comprehensive Program Management Plan (PMP) is the key document driving any airport's development program. The PMP's role is to establish program management governance across all projects in a program. This foundation that should conform to the ABIA vision/mission/policy/SOPs AND provide the guardrails for execution of design and construction.

Institutionalization of these standards and requirements best occurs in a Division 1 specification that should embody the implementation of PMP governance. We propose to evaluate at some basic level all significant current contracts to assess/prioritize changing current contracts to conform to the PMP governance standards. Finally, critical to the program management plan would be to drive projects through the prioritization process and readiness frameworks described earlier in Tab 8.

PMP Preparation

Functionally, the PMP provides the systematic approach for how to conduct the work of projects and the program. The PMP forms an integrated approach to program management and ensures that all:

- Program support functions work well together
 - Health
 - Safety
 - Environmental standards
 - Sustainability
 - Security
 - Quality
 - Contracts administration
 - Design and construction execution
 - Program controls including estimating/schedule/budget/cost/change management

- Risk management
- Document/information management
- ORAT/logistics
- Projects conform to the same requirements and standards across the Program

In practice, this plan also creates a decision and issue review structure that governs internal decision making (program management & project team recommendations, ABIA approvals, and identifies key program issues). We propose a consistent web-based set of tools for tracking and communicating (internally and as appropriate, externally) on a near-to-real-time state of the project/program decision making and development progress including scope, schedule, and budget.

To accomplish this, we will set standards of quality, frequency and content of program documentation deliverables for maintenance of standards and communications with the ABIA staff and development team and messaging to the ABIA staff and executives, City leadership, stakeholders, community and press.

The PMP is the essential part of program management and governance. However, it is not enough to develop and approve the PMP - it must be implemented and institutionalized across all projects. This means all projects must be contractually bound to adhere to the governance contained within the PMP and the integrated ABIA development team must consistently require that each project meet these standards. When ABIA staff and the EPM team have arrived at an approved PMP, we believe the ABIA current Division 1 specification should be updated accordingly.

b). v). Provide a risk management plan to include identification and recommended mitigation.

We believe that risk management is one of the most important aspects of the ABIA Program and there are a wide array of risks to be managed, with some key examples outlined in Tab 8. The PMG team has significant experience in implementing robust risk management systems across numerous large, complex programs.

We proposed to initiate the risk management process by collaborating with ABIA to create an airport enterprise-wide risk management plan (RMP), which will be based on industry standard best practices including ISO 31000:2009, Project Risk Analysis and Management Guide (Association for Project Management), and standards from the Engineering and Construction Risk Institute.

The RMP establishes the appropriate risk management framework (governance, tolerance, and appetite) for all program participants. More specifically, it will document the methodology, standards, roles, responsibilities, processes, tools, and techniques for identifying, assessing, analyzing, treating (e.g. mitigating), monitoring, and reporting risks.

The key to successful risk management is communication. It is necessary to constantly communicate the current risk profile to all program actors, up to the owner and all the way down to front line project managers. Like safety or quality, risk management is shared obligation for the entire team developing the project, not just the designated risk management leader or coordinator. Consistently communicating through risk registers and other vehicles helps

all parties to be sufficiently informed that when they see a potential risk emerging, they will have sufficient knowledge, context, and or understanding to be able to take action or elevate a concern.

There are also other risk management concepts that the PMG Team will employ at the program level that go beyond standard program risk management. This includes:

- “White space” risk identification, especially associated with project contract and technical interfaces
- Mitigating “high impact, low frequency” risks
- Utilizing deeper risk identification and assessment techniques such as scenario analysis, FTA, FEMA, and Fat Tale Distributions
- Use a process for tracking assumptions as they migrate and change over time - changing assumptions (rate of escalation) can significantly impacts the existing risk profile

The enterprise risk management culture we intend to cultivate will create an environment of continuous improvement through routinized gathering and dissemination of lessons learned and program-wide opportunities for value enhancement and risk elimination.

Contained in **Attachment F** is an RMP that PMG custom-built for the Seattle-Tacoma International Airport. This approach is one example of the work and steps required in the development of an RMP. PMG proposes to develop an RMP specifically tailored to ABIA’s needs and situation.

b). vi). Provide program delivery strategies.

The process and steps for defining program delivery strategy is discussed at length in the Tab 8 and Tab 9. Consistent with those discussion, the specific selection of the delivery method for a project should be fundamentally governed by the ABIA's development objectives, constraints and organization capabilities. We will provide an outline discussion of that process here. However, we understand the intent of this question is to learn about our team's approach to delivery method evaluation, selection, and application. As part of the evaluation discussion, we will also address the use of Public Private Partnerships (P3).

Delivery Method Strategies

Delivery methods, a subset of program delivery strategy, focus on the relationship between the owner, the general contractor, and the design team. The four broad categories of delivery methods include:

- Design Bid Build (DBB)
- Construction Manager at Risk (CMAR – also known as Construction Manager/General Contractor (CM/GC)
- Design Build (DB)
- Public Private Partnership (P3)

The delivery methods have a narrow set of differentiated attributes that include:

- Number of contracts
- Development steps
- Owner vs Contractor responsibility for design quality and integration
- Owner design control (prescriptive design vs performance standards-based design)
- For P3, the potential for additional private sector involvement in financing, operation, and maintenance

Appendix H provides additional diagrams, descriptions, and more detail related to the attributes for each delivery method.

Delivery Method Selection

As described in more detail in Tab 8, the delivery method selection arises out of the:

- Definition of ABIA development objectives
- Weighted prioritizing of the development objects
- Determining the fit of each delivery method and its characteristics with each of the development objectives to create a prioritization of delivery methods
- If P3 arises as a priority delivery method option for one or more projects, defined in more detail below is an approach to determine if P3 is an actual fit with the owner's situation.

Additional Observations:

- Delivery method selection is by project, not for the program as a whole
- There may be commonalities of delivery methods within the program, but there is unlikely to be one single method for all projects.
- This analysis needs to be conducted for all the major projects and should be a part of project definition documents prepared for every project within the AMP program or the CIP
- Delivery Method selection will have influence on the scale and skills of the development organization, nature of the procurement strategy, contracting/payment approach, and the controls strategy.

Delivery Method Customization

The delivery methods used should be customized to fit ABIA and for each individual project or types of projects. The customizing efforts need to be based upon ABIA's current situation as defined by development objectives, capabilities and constraints. While there are fundamental differences between the delivery methods that in general cannot be changed, there are a number of strategies possible to create a better fit of any method to the airport owner's situation.

As an example, one critical feature about delivery method influencing risk is contracting for design separate from construction versus contracting for both functions under one contract. The latter approach allows for the transfer of design risk to the builder, as occurs in the use of DB and P3. However, airport owners are often concerned about the loss of design control when DB and P3 delivery methods are used. Those owners can lean toward CMAR and DBB because they provide for maximum design control because the owner holds the design contracts.

If appropriate to the owner's situation, the DB delivery method can be customized to allow the owner to access the reduction in design risk while maintaining design control. This is accomplished through a two-part contract with the design-builder (DB), where the first contract phase would be for design and pre-construction services. The owner and the DB work together to advance design before there is any commitment to price by the DB. When the design is complete and a GMP is negotiated, the 2nd construction phase of the contract would be executed and construction would commence.

With this customization, the design can be completed as far as the owner would prefer, with the ability design documents to 60%, 70%, or even 80% complete. This one change gives the owner a high degree of confidence about 1) what is going to be built, and 2) how the project fit and finish will look and feel. The DB has confidence that they know 1) what the owner wants, and 2) will have sufficient detail to accurately price the project. Both parties enjoy the benefits of de-risking the project by reducing unknowns.



This DB example is just one of a wide array of options for customizing the delivery method. The chart above helps demonstrate how the delivery methods vary when comparing risk and involvement. The more the private sector accepts risk or the owner allows greater private sector involvement in project implementation, the available options for customizing the delivery method increase. As demonstrated above, there is no one version of P3. Further, every P3 project must be customized to fit the needs of the owner for that specific project across the dimensions of design and construction, financing, operations, and ownership. P3 will not be a candidate for every project. Even in this situation, customizing the delivery method selected should be evaluated and adjustments implemented where appropriate.

P3 Evaluation and Implementation

Conventional delivery methods can work well for many projects, but there are projects for which P3s can offer better outcomes, when one or more of the following are priorities or when certain constraints are present:

- Cost and/or schedule certainty at the preliminary design stage, with significantly reduced risks for claims and change orders, accelerated completion, lifecycle/whole life cost efficiencies and incentives for quality facility performance
- Operational certainty for specialized systems outside the normal area of the airports expertise
- Long term operational cost certainty and maintenance standards
- Constrained finances which do not completely accommodate financing of the asset in a conventional way
- Competing needs for scarce financial capacity which causes an owner to explore other financing delivery methods

Better outcomes can also result from private sector innovation to enhance technical/financial

feasibility, lower operating costs and introduce new technologies into the built and operating environment.

The PMG team has extensive experience within the P3 market and understands the firms that are capable of effectively and efficiently participating in a P3 delivery. Most importantly, the PMG team understands the marketplace acceptance for the key levers of a P3 transaction and can quickly and efficiently guide ABIA through steps of understanding what structures are possible and what program features or delivery design represent barriers to developer participation in the projects at ABIA. We believe that P3 should certainly be evaluated, but the basic steps of understanding ABIA's objectives, capabilities, and constraints are still necessary to understand and define before the delivery method evaluation, where P3 is just one option, can occur.

Financial Modeling

One of the ways we identify financial risks is use models that can quantitatively evaluate various financing and procurement delivery approaches over the project lifecycle. This approach is called Value for Money.

As outlined in the adjacent diagram, two financial models are used in the Value for Money analysis:

1. Public Sector Comparator (The evaluation if the project is executed through the traditional governmental structure.)
2. Shadow Bid (The evaluation if the project is executed through a privately financed, operated and maintained P3 means)

Elements of Value for Money analysis include:

- Qualitative and/or quantitative analysis
- Establish goals/determine model's ability to meet goals
- Develop inputs (Capex, Opex, funding, discount rate, etc.)

- Initial risk identification / assessment
- Assess basic business / operational case for transaction

Challenges and Opportunities

Public private partnership transactions typically involve numerous challenges, some of which are unlike any that the Airport has experienced with its procurement programs in the past. In the RFQ/ RFP process, we expect the owner to receive submissions from multiple proposers that will be very different from each other with a wide variety of proposed relationships between the private sector partners working together as a team.

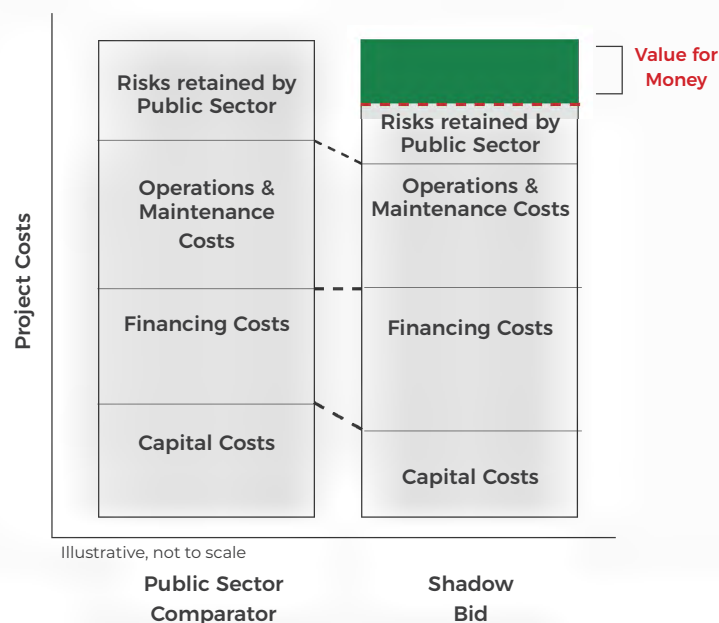
Accordingly, these variable submission approaches will require coordination and an aggressive deployment of resources to conduct the evaluation of these proposals. Comparing and communicating the benefits and risks of many projects with potentially very different scopes and structures, on a time sensitive basis will be challenging, but this is an area that the PMG team has experienced in the past and we are confident

we can meet the need if ABIA determines that P3 is a strategy for one or more projects. Having a team that includes financial advisors familiar with the Airport's existing financial structure and limitations and an understanding of the procurement, financial, technical and legal issues surrounding P3 efforts, is critical to serving the Airport's goals.

But in the end, P3 is Just One More Delivery Method.

Despite the benefits cited in this section, P3 is no panacea or magic bullet. Rather it is delivery method alongside DBB, CMAR, and DB. There will be projects within the program that may lend themselves to P3 and there will be projects that are not fit to use of this delivery method. Even if a project appears to have viable P3 attributes, it is still influenced by the features of economics, schedule, risk, and owner objectives, capabilities, and constraints, resulting in a poor fit for the use of a P3 delivery with the owner.

Financial Model Comparison



b). vii). Provide strategy for program controls to include schedule controls, cost controls and reporting.

The development of a Program/Project Controls plan is the foundation and the heart of any successful development program. It is important to have an early formation of best practices for data gathering, management, and analytical processes that are used to plan, predict, understand, and constructively influence the time and cost outcomes of a project or program. Program Controls should communicate across and interface with all the development disciplines. PMG and the proposed team members have broad and deep experience in organizing and designing Program Control systems to effectively manage large scale complicated aviation capital programs.

The analytical processes will include both “lagging”, and more importantly, “leading” indicators (the next quarter or next year). Traditionally, Program Controls forensically reviews lagging data to understand what has gone right or wrong. PMG’s philosophy is to use Program Controls as a forward leaning tool guiding project and program management decisions through the use of tehse leading indicators.

Implementing Program Controls requires the program foundation to be set right at the beginning. Program Controls are as much about setting expectation and consistently applying best practices, as it is the collection and analysis of data. The steps to implement controls include:

Schedule and Cost Control Strategy

- Defining project/program delivery strategy
- Consistently apply the elements of a program/ project management methodology that integrate these disciplines both within the ‘controls’ domain

- Collaborating with the ABIA staff to evaluate and update current Program Controls Standard Operating Procedures across all program functions and disciplines at ABIA
- Development of a comprehensive program wide Work Breakdown Structure and consider the use of Earned Value Management and Earned Schedule definitions
- Program/project scheduling including development, updating, maintenance, and schedule progress assurance
- Robust cost estimation and validation, budget/ cost management, and cash flow management
- Conduct annual forensic assessment of projects and the program for both schedule and cost assurance as well as the underlying estimating and scheduling assumptions and approach
- Procurement process performance measurement and the scheduling of procurement activities at the project level
- Capture of market data for areas like labor, materials, vendors, and subcontracting to feed into the Risk Management process
- Document Control processes to capture all program/ projects generated documents for archiving and forensic assessment.

Reporting

Visibility into the program via reporting is the proof of project controls. Without the reporting of results, measured against expectations both lagging and leading, there is no ability to understand or manage the program. Reporting can take many forms 1) dashboards that carry all current data, updated as the various cost, schedule, document, and change systems experience activity 2) monthly reports on activity used for public and press consumptions; 3) detailed management tools for the front line project manager attempting

to gauge and manage future risks; 4) supporting payment verifications for vendors, material suppliers, and contractors. The list of use and benefit is extensive.

For large public programs, reporting is a way of telling the program story to stakeholders for the activity/success while providing a mechanism for holding the larger development team accountable to their commitments regarding scope, schedule and budget. Accountability, transparency, and auditability ensure that program results are verified more importantly, support the confidence of City management, elected officials, and community opinion leaders. Large programs are difficult undertakings and often require leaders taking difficult actions and stakeholders supporting unpopular choices or community impacts. The confidence that ABIA is “running the program right” is an essential part of management success.

Finally, reporting is dependent upon selecting key metrics and evaluation data points that help connect the dots and create a picture of the state of program health. Key Performance Indicators (KPI's) one of the prime ways to report out. The actual performance metrics and KPI's to be used at ABIA will need to be custom-fit to the ABIA situation and your management, organizational, and community priorities.

LAWA Example

However, PMG's approach at Los Angeles World Airports provides an example that represents the concepts we believe will be appropriate as a starting point to consider at ABIA.

The definition of the formal set of metrics the governs LAWA Project Controls was an effort that was led PMG and PMG continues to drive innovation in this area. The metrics have been custom fit to LAWA and serve three categories of inquiry:

- Top level measurement of the implementation status of overall performance of the overall program
- Next level down metrics measuring the implementation health of projects still in development
- Next level down metrics that help diagnose performance shortfalls for project still in development.

The overarching objective of each KPI would be to increase the accuracy of PDG's current and future performance commitments. KPIs should not only give early warning of potential issues on current projects, but also serve as feedback to inform projections for future projects and for the capital program.

A more detailed and complete outline of LAWA metrics is located within **Attachment G**.

b). viii). Provide strategy for organizing program procurements in order to be most effectively and efficiently completed. Include strategies for proposed changes to the City organization to best implement the program.

Given the size of the program, complexity of phasing and sequencing, the speed of activity, and the sheer volume of vendors necessary to support the program, different contracting processes and administrative approaches are going to be necessary. The volume of procurements and difficulty of procurements is going to increase substantially for ABIA and the larger City procurement functions will need to adjust to match the required speed of development.

While time is money is a worn adage, for this program each day costs hundreds of thousands of dollars. Delay is not just inconvenient, it is extraordinarily expensive. Time is not available to work through traditional processes that cannot move quickly. It is essential to shift this portion of the City organization into a new gear that matches the investment requirements of the AMP.

PMG's approach for managing procurement is driven by three fundamental principles:

- Have consultant staff dedicated solely to supporting procurement and contract management for the program
- Embed City staff within the program management organization

- Build a schedule for all anticipated procurements for the duration of the AMP program, integrated into the master program schedule

Dedicated Staff

The City's Capital Contracting Department provides procurement for professional and construction services for ABIA as well as other City departments. The anticipated level of activity associated with the upcoming Airport development program will be a significant expansion for both ABIA and the Capital Contracting Department when compared to current ABIA procurement activity. We would recommend using augmentation staff to support the ABIA and the larger City of Austin procurement efforts from start to finish in the program, and front to back in the procurements processes.

We understand that the City of Austin was highly successful in delivering the initial Airport program in 1999 in part through the use of a hybrid City staff/program manager model where administrative services like procurements were performed by a joint City-ABIA-program management team.



Embed City/ABIA Staff

Led by former owners, PMG recognizes the value in maintaining the ABIA/City direct oversight of the selection process for consultants, contractors and vendors. However, the impact of delay is measured in hundreds of thousands of dollars per day. This is not a function that can afford significant time in coordinating between functional areas of the City organization or have the AMP constrained because of procurement staffing limits associated with the larger City organization.

We would recommend dedicating and embedding a City staff leader into the program controls portion of the program management organization. This role would lead and guide any augmentation and/or ABIA staff to ensure sufficient support for program procurements.

The program should fund the necessary positions (City staff and/or contractors), to ensure that the procurements are able to keep pace with the development schedule. Finally, like the payment process discussed below, the certainty and priority of procurement activities best occurs when these functions are co-located with the larger ABIA

development organization. ABIA's procurement staff will be better able to be directly engaged in the daily in the life of the program and are in a better position to be able to organize the work and request additional support or assistance as the workload increases.

Schedule

At the point the program has been sufficiently defined in terms of a master schedule, procurement should be treated as a necessary service of project delivery, no different from design or pre-construction. The procurement activities should be tracked in the program schedule and should be regularly evaluated as enabling construction. However, this is an area that if not managed, tends to be at risk for late start because it historically the function is not treated as central to the development decisions of a project. Because of the scale of the program and the potential for a wide variety of phasing, sequencing, and packaging of the design and construction work, procurements are very important actions for the AMP program.



b). ix). Provide strategy for organizing the work payment processing in order to be most effectively and efficiently completed. Include proposed changes to the City organization to best implement the program.

Like the procurement discussion above, payments are unlikely to successfully match the needs of the program operating at the speed and staffing currently employed. This is not because we have special knowledge about the City of Austin. Rather, every large airport program has a consistent experience of needing increase capacity within the payments arena in order to match up the volume and speed of payments that the programs produce. This ultimately requires an increased work substantially effort over and above what ABIA will perform for the normal CIP renewal and replacement program.

Our approach for managing payment processes is driven by four fundamental principles:

- Separation of review responsibilities between Project Management (quantity and quality) and Project Administration (contract compliance and funds available)
- A well-defined basis for payment, including the specific required backup documentation
- Embedding of ABIA payment/finance staff in the program management organization
- Use of a consistent and timely process.

Separation of Duties

As noted earlier in the proposal, we believe that having checks and balances with the Program Management team is necessary, but none more so than the payment process functions. It is a best practice to separate the review, auditing, and recommendation of payments to be organizationally separated from the program management staff responsible for managing consultant or contracting teams.

To achieve the separation of duties, we have historically located payment processing within the Project Controls because of the skills sets to be managed, the cost and schedule functions led by controls most often have influence on the actual work eligible for payment, and it is the one section that is most organizationally separate from the day-to-day management of the design and construction consultants and general contractors.

Basis for Payment

There are a number of specific approaches for defining the appropriate methods of payment ranging from Schedule of Values, monthly time and materials, to Earned Value. While some approaches are more complex than others are, the key is defining a basis of payment to the contracted parties that is:

- Fit ABIA/City required business practice, whether by practice, administrative procedures, City ordinance or State Law
- A process that can be accurately repeated by the vendors
- Creating a bright-line specific documentation requirements that demonstrated the required back-up materials for any pay request or pay application to be recommended to ABIA/City of Austin for payment.

Embedding of City Staff

First and foremost, and if administratively possible, the QA/QC, evaluation, and authorizing of pay requests, pay applications, and invoices should be conducted within the ABIA organization, driven by the program management team. For most organizations, the further removed the processing is from the City department being served, the

Program Concept and Solution // Continued

harder it is to get attention, priority, and prompt payments that need occur City-wide. It is generally always the case that the actual payment (cutting of a check) occurs through a Finance Department (or other similar controller function of ABIA) that reports through a chain of command separate from the Aviation Department.

It is essential to have City staff assigned that can straddle the overall processing of payments across these three organizations (City Hall staff, ABIA, and program management support). Siloed payment operations between the three

functional areas will result in a lack of consistent on-time payment. A lack of consistency in payment influences the quality of the work, the responsiveness of vendors, and overall efficiency of the delivery of the project.



b). x). Provide a list any technologies and/or software recommended for program implementation.

There are essentially four categories of technology that require decisions for any development program of substantial scale:

- Project Management System (PMS) software
- Scheduling software
- Document management
- 3-D based design software tools that can support Building Information Management (BIM) software

We have these four summary observations:

- The selection of any software product with these categories is dependent upon the specific needs of the program and ABIA, including the fact that ABIA may have already implemented a PMS standard for capital development
- If there are no standards or the standards have not been recently reviewed, PMG has recently helped clients work through these processes and we have the capability to support ABIA in doing the same if desired
- We would not recommend having the PMS software (or other project cost management software) tie directly into ABIA's or the City of Austin's financial system. We believe that there is a controls benefit of requiring a second key entry for vendor payments for the development program that far outweighs the benefit of time savings.
- ABIA should set the standard for PMS and other software tools as a part of the AMP program and require every member of the development team – program manager, designers, general contractors, and ABIA – to use the same systems

We strongly recommend not allowing the system choices to change based upon the preferences of general contractors for different projects in the program. Software providers all suggested that their products can be adapted to work with their competitor's data sets, processes, and interfaces. However the effectiveness of this "porting" of the data is variable. Requiring data to be input and used in the same software platform for all users in the program ensures there is one common source of truth. The contractor cannot have one way of tracking a process or data element and ABIA have a different strategy. Both parties need derive the facts from the same single source data set.

ABIA should define software and project data standards and format, then place that obligation onto all other players. These standards should be a part of the Division 1 Specification for every project in the program.

b). xi). Provide overview of strategy for financing and development options for implementation of the program.

Financing Strategy

A capital finance strategy is typically built to answer three basic questions: How much can ABIA afford to fund, how that can be structured, at what risk. We believe that there is an important distinction between debt capacity and debt affordability, and that the question of debt affordability is the more important of the two.

“Debt capacity” is impacted by variables such as financial position, mandated coverage levels, mandated flow of funds, condition of the capital markets, and other factors as shown in the flowchart below. On the other hand, “debt affordability” is affected by targets and policies, including: desired coverage levels; desired credit ratings; desired level of facility control, and other internal policy guidelines, like financial and operating ratios and optimal debt structure.

Simply put, we see the distinction between debt capacity and debt affordability as follows: the answer to the debt capacity question is the greatest amount that an airport can borrow, leaving aside for the moment how prudent such borrowing in its entirety may be. By contrast, answering the debt affordability question requires some judgment (ideally on the basis of policy and desired outcomes) as to the wisdom of borrowing the maximum amount possible. Each airport has specific issues and objectives, and we have unique experience in assisting small, medium, and large hub airports in identifying specific financial planning targets.

The actual plan and approach at ABIA depends on program validation work proposed earlier in Tab 9 in combination with an evaluation of a wide array of financial and economic metrics, expectations and standards that the PMG team and ABIA would need to validate or develop new. This financial effort would involve evaluating all elements of ABIA economics including, all sources of revenue, operating costs, rates and charges program, PFC's and grants.

The actual plan and approach at ABIA depend on work proposed in program validation taken in combination with an evaluation of a wide array of financial and economic metrics, expectations, and standards that the PMG team and ABIA would need to validate or develop. This financial effort would involve evaluating all elements of ABIA financials, such as: all sources of revenue, operating costs, rates and charges structures, CPE, days-cash-on-hand, debt service coverage ratios, debt per enplanement, PFC's and grants.

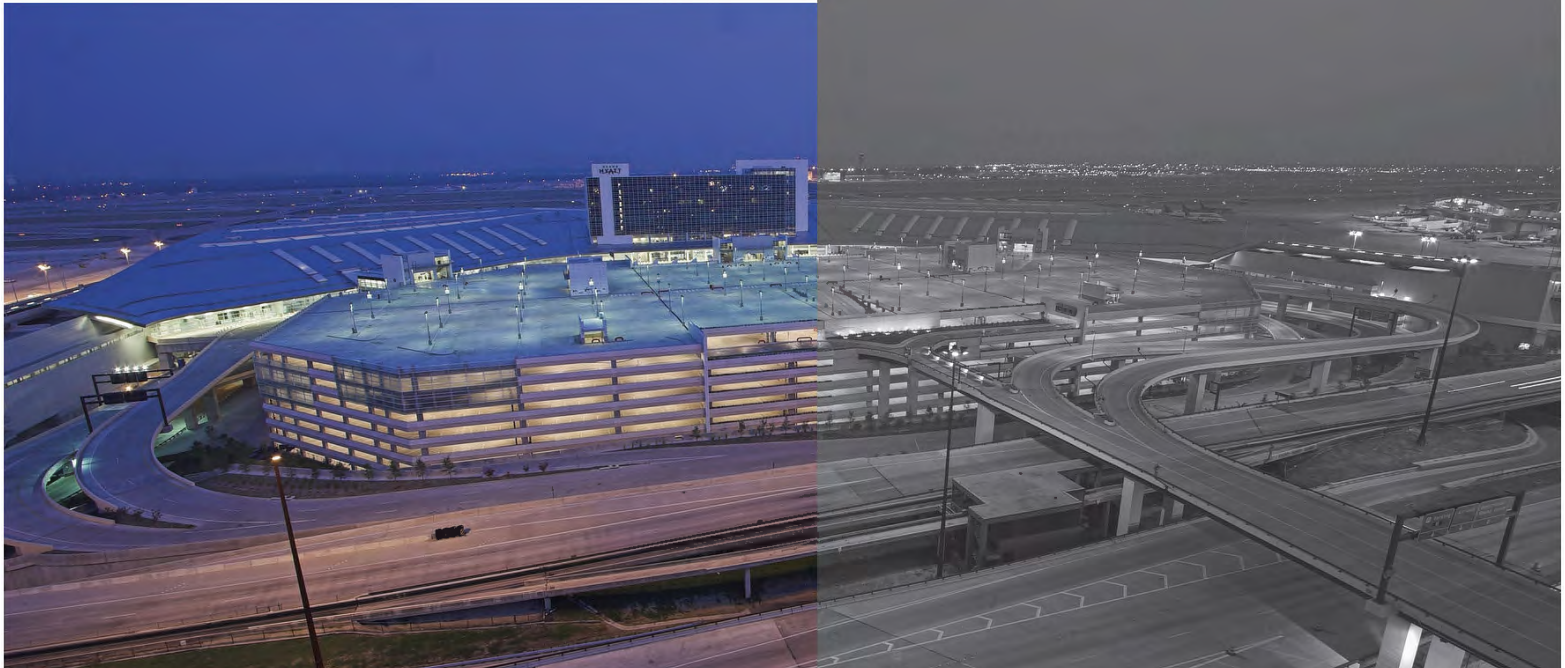
With that base set of data, we typically find that this effort involves a series of iterative workshops where the airport and the EPM develop a series of physical development alternative future scenarios, comparing those against ABIA's key affordability metrics. The development options would explore different groupings or scales of development projects and the dollar cost of those items, spread over differing time periods. The goal is to pressure test traditional financing structures against the various alternative development options.

We would also conduct a high-level first pass review and evaluation of P3 feasibility, based upon the steps laid out in Tab 8 and Tab 9, P3 is not fit to every project within the program either based on scale, type of facility, or other issues including organization fit to ABIA.

Assuming that P3 passes through this screen as a positive method to be considered, the benefits of P3 would be measured alongside the more traditional financial structure alternatives and the testing ability for that P3 to move the financial affordability needle that would determine if a more

thorough full blown P3 analysis has value.

Again, this is an iterative process focused on narrowing down to a short list of potential future development and financing options that can allow ABIA to meet its customer service objectives in an affordable manner.



b). xii). Provide overview of strategy for legal guidance on the implementation of the program.

Based on its unparalleled experience, the PMG team, including Nossaman LLP, has unique insight and ability to provide legal guidance ABIA on its implementation of the CIP. Successful rollout of the CIP will require a strong legal foundation on which ABIA will procure, develop and fund the various elements of the program. To develop this foundation, the PMG team will perform initial research and work with in-house counsel and other City representatives to:

1. Identify each of the project delivery methods legally available to ABIA to procure and deliver the AMP and CIP, including potential restrictions that are dependent on characteristics of a particular program element. This process will include analysis of the ABIA's legal authority to use various project delivery methods in addition to traditional design-bid-build delivery, including lump-sum and progressive design-build, construction manager at risk (CMAR) construction manager / general contract (CMGC) and various forms of public-private partnerships (including revenue risk, availability payment and hybrid models).
2. Identify the various funding sources available to fund the program and any limitations associated with those sources (e.g., federal grant restrictions) and the timing of the availability of those funds.
3. Identify potential legislative options available to expand ABIA's project delivery and funding options and the political viability of pursuing those options in a timely manner.

As described in the delivery method selection in Tab 8 and Tab 9, the results of the initial project delivery screening process can be supplemented by a value-for-money (VFM) analysis. The VFM process would include a more detailed analysis comparing the financial ramifications of the ABIA's use of different delivery methods for a particular CIP element.

Following the ABIA's tentative decision on how to deliver, package and phase the CIP, the legal team would help ABIA navigate legal issues associated with holding pre-procurement activities with private industry. These activities may include a written request for information (RFI) process, an industry forum and one-on-one meetings with potential developer teams. Though these activities can be critical in ABIA confirming market interest and support for its chosen method to roll out the CIP, it is also critical that ABIA carry out this process in compliance with local, state and federal limitations and without otherwise compromising the legal integrity of any future procurement.

Ahead of ABIA commencing the procurement process for the various program elements, the legal team will help ABIA identify appropriate precedent contract documents for the various projects as required. As the procurements commence, the legal team will support ABIA as needed by drafting procurement and contract documents, performing legal compliance checks, aiding in proposal evaluation processes and participating in negotiations with selected developers. Depending on the ABIA's selected delivery methods and project packaging, it may make sense for the legal team to help ABIA develop programmatic documents that ABIA can use as a baseline for more than one project.

Throughout each step of this process, Nossaman's industry-leading experience representing public owners will enable the PMG team to efficiently identify potential legal and commercial pitfalls, and to gain credibility with the private sector developers that routinely participate on these projects. In addition, Nossaman's unparalleled experience allows it to draw on precedent from many prior projects at every step of this process to help ensure timely and cost-effective delivery of these services.

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Attachment A

Key Personnel Resumes





DAVID ARREDONDO PRINCIPAL

Broadly experienced leader with successful 25+ year career in real estate development overseeing large-scale planning, design and construction projects. Superior understanding of real estate asset management, financing, leasing and construction, including airline and airport concessions development. Extensive background in managing and directing all phases of development, from acquisition, design and lease negotiations through construction operations and asset management. Coordinating the efforts of diverse project teams, including attorneys, planners, architects, engineers, contractors, vendors and local/state government officials. Exceptional communication and negotiation skills.



26+ years of experience



EDUCATION

B. Arch
California
Polytechnic State
University

M.B.A. – Real Estate/
Finance, Marshall
School of Business,
University of
Southern California



CERTIFICATIONS

Green Building
Institution – LEED
AP

Urban Land
Institute – Member

Project
Management
Training Program
(Leo A Daly)

RELEVANT EXPERIENCE

**Dates worked
on project:**
2016 – Present

Project value:
\$5.2B

PASLAY MANAGEMENT GROUP, PRINCIPAL PROGRAM MANAGEMENT, LOS ANGELES, CALIFORNIA

Responsible for executive leadership and program governance on \$5.2B of airline sponsored terminal development activities at Los Angeles International Airport. Executive Program Management role includes: program controls, issues resolution (internal & external), program resources, budgets, and advisory services on passenger-facing revenue opportunities – terminal and landside (parking facilities, off-site advertising/sign district).

**Dates worked
on project:**
2010 – 2016

Project value:
\$350M

AECOM SENIOR PROJECT MANAGER, PROGRAM MANAGEMENT, LOS ANGELES, CALIFORNIA

Manage and direct all aspects of Los Angeles International Airport's concessions redevelopment program, includes strategic planning, procurement and lease agreement consulting, due diligence, entitlements, design and construction, for the City's commercial real estate portfolio consisting of retail, food & beverage, services and premier airline lounges.

Manage a \$350 million concessions redevelopment program strategically repositioning and redeveloping the retail, food & beverage and service concessions airport-wide for LAX utilizing a variety of deal structures and procurement/implementation strategies Coordinate and manage stakeholder involvement between major airlines

tenant construction, including premier international lounges, and the concessions redevelopment program from initial planning/design to project close-out Consult on feasibility, economic analysis, revenue/budgeting projections, procurement strategy and lease agreements with the City's Executive staff. Consult on commercial, real estate and construction implementation aspects for a variety of airline tenant initiated terminal modernization projects in excess of \$750 million, including Alaska (Terminal 6), Delta (Terminal 5) and Southwest (Terminal 1)

**Dates worked
on project:**
2007 – 2010

Project value:
\$100M

C.E. JOHN COMPANY, INC.

VICE PRESIDENT, DEVELOPMENT, VANCOUVER, WASHINGTON

Managed and directed all aspects of development including due diligence, acquisition, entitlements, and construction for privately held, commercial real estate portfolio consisting of retail, office, and mixed-use projects throughout the western United States. Identified and evaluated potential development sites, including the repositioning and/or re-development of the existing two-million square foot commercial real estate portfolio. Analyzed and prepared investment reporting packages for a variety of commercial office, retail, mixed-use and multi-family residential development opportunities in excess of \$100 million, including financial and market analysis, site/building conceptual design and investment return scenarios. Coordinated and managed all major tenant construction and interior build-outs for on-track project delivery/opening, construction allowance progress payments and project closeout.

**Dates worked
on project:**
2006 – 2007

TELACU DEVELOPMENT, LLC

DIRECTOR OF DEVELOPMENT, SANTA ANA, CALIFORNIA

Directed and managed all aspects of the development process including business development, due diligence, land acquisition, entitlements, forward planning, product development, construction, and sales & marketing for this entrepreneurial Southern California homebuilder. Identified and evaluated potential project sites for various multi-family and single-family urban in-fill projects including preparing in-depth feasibility/sensitivity analyses. Accountable for project P&L and business unit's revenue and margin targets Oversaw constructability reviews, value-engineering, construction bidding and purchasing.

**Dates worked
on project:**
2004 – 2006

CIM GROUP, INC.

MANAGER, DEVELOPMENT, LOS ANGELES, CALIFORNIA

Directed and managed the firm's strategic repositioning and value-added development opportunities for a large mixed-use retail, entertainment and hotel portfolio acquisition in Hollywood, CA. Negotiated design, construction, and agency agreements, including landlord lease obligations. Allocated and managed the portfolio capital budget, including the preparation of financial analyses and development pro-forma to evaluate portfolio return scenarios. Directed and scheduled the development process from feasibility analyses, planning and entitlements through construction, leasing, and operations. Negotiated and managed the expansion of the Community Redevelopment Agency's creative

signage program within the Hollywood redevelopment area, including participation in public hearings and presentations.

**Dates worked
on project:**
1993 – 2004

LEO A DALY COMPANY

Fast-track advancement through progressively responsible management positions within emerging ventures and well-established operations, based on consistent success in project management, financial performance, strategic business development and team/project leadership.

Project Manager, Retail and Mixed-Use Development, Los Angeles, California

Directed the firm's emerging retail and mixed-use development ventures; created a strategic market forum, developed retail roll-out cost/profit business models and managed production/operation efficiency. Senior Advisor to top management throughout Leo A Daly, including marketing and business management teams. Managed the feasibility, planning, design and regulatory aspects of retail and urban mixed-use developments to ensure comprehensive, value-added project delivery meeting owner/investor financial and schedule objectives. Organized and prepared Environmental Impact Reports, Conditional Use Permits and Development Agreements.

Project Manager, Project Architect, Los Angeles, California

Directed a multi-discipline team of over 30 consultants, artists, and sub-contractors to design and construct the \$163 million Cathedral of Our Lady of the Angels project for the Archdiocese of Los Angeles. Researched and negotiated building code exemptions and modifications with state and local building authorities for the \$40 million John Spoor Broome Library, California State University, Channel Islands

Project Manager, Project Architect, Los Angeles, California

Directed a multi-discipline team of over 30 consultants, artists, and sub-contractors to design and construct the \$163 million Cathedral of Our Lady of the Angels project for the Archdiocese of Los Angeles. Researched and negotiated building code exemptions and modifications with state and local building authorities for the \$40 million John Spoor Broome Library, California State University, Channel Islands

Project Architect, Cheung Kong Center Development, Washington, D.C.

Directed an international project team of over 20 consultants, including Cesar Pelli & Associates, to entitle, design and construct a \$300 million, 62-storey commercial office tower for Cheung Kong Holdings, Ltd. Negotiated the planning and zoning approval process between the landowner/leaseholder and local government authorities, including assistance in structuring the land development agreement between the landowner/leaseholder and the government of Hong Kong.

Project Architect – Retail and Banking, Washington, D.C.

Implemented and managed a design, document production, and contract administration process for several retail pad site developments throughout the greater Washington, DC metropolitan area yielding a 40% net margin in the retail banking business group.



HOLLAND A. YOUNG

ASSOCIATE PRINCIPAL

Mr. Young has more than 30 years of experience in aviation planning and environmental analyses. His experience includes airport master plans, vision plans, on-call planning assignments, site selection studies, environmental assessments and impact statements (EAs and EISs), and air service analyses. Mr. Young is knowledgeable in all aspects of airport planning and he has experience in airport program management, facility design, and construction management. He has managed successful community involvement programs and award-winning educational outreach programs, given more than 400 public presentations, developed public relations and consensus building plans, and managed strategic marketing campaigns.

RELEVANT EXPERIENCE

Dates worked on project:
1992-1999

Project value:
\$650M

DEVELOPMENT OF AUSTIN BERGSTROM INTERNATIONAL AIRPORT

As the Planning and Environmental Manager, was a key member of the City of Austin's New Airport Project Team for the development of Austin-Bergstrom International Airport. Mr. Young was responsible for all planning and environmental efforts in the conversion of the former Air Force base, including managing preparation of the Airport Master Plan, an Environmental Impact Statement, and two noise compatibility studies. In addition, Mr. Young led construction permitting, managed design and construction projects and prepared documentation required by the Federal Aviation Administration for certification and commissioning of the new airport. During his tenure, the airport received many awards, including the ACI-North America Environmental Achievement Award.

Dates worked on project:
2006; 2015

Project value:
\$350M

AUSTIN BERGSTROM INTERNATIONAL AIRPORT, NINE-GATE EXPANSION

In 2006, Mr. Young led the planning for the first phase of terminal expansion for Austin-Bergstrom International Airport. During this planning phase, multiple expansion options were considered as well as potential impacts on the long-term expansion capability of the Airport. In 2015, he participated in the architectural programming and design for the nine-gate expansion that opened in February of 2019.



39 years of experience



EDUCATION

B.S., Physics, Lamar University



QUALIFICATIONS

Airports Council International-North America, Environmental Affairs Committee - past chair

ACI World Environment Committee, past member

University of Texas at Austin, former instructor for airport planning and noise analysis courses

CERTIFICATIONS

Leadership in Energy and Environmental Design, Accredited Professional (LEED-AP)

**Dates worked
on project:**
2016 – 2017

Project value:
\$1.2M

**21ST CENTURY VISION PLAN, JOHN F. KENNEDY INTERNATIONAL AIRPORT
NEW YORK, NEW YORK**

Mr. Young led a JFK 21st Century Vision Plan for John F. Kennedy International Airport in New York. JFK welcomes more international passengers than any other airport in the U.S. Total passenger activity is expected to rise from 60 million in 2016 to 100 million by 2050. This project, started at the behest of Governor Andrew Cuomo, provided an airport concept for meeting regional needs and improving passenger satisfaction through the year 2050.

**Dates worked
on project:**
2013 – 2015

Project value:
\$7.3M

**MASTER PLAN FOR HOUSTON GEORGE BUSH INTERCONTINENTAL AIRPORT
HOUSTON, TEXAS**

Mr. Young served as Project Manager for an airport master plan for George Bush Intercontinental Airport in Houston. The project included activity forecasting, alternatives evaluation for new cross field taxiways, siting of two new runways, and extensive airline facilitation in reaching an agreement for the development of a new international passenger terminal.

**Dates worked
on project:**
2008 – 2015

Project value:
\$10.6M

**VISION PLAN AND MASTER PLAN FOR SAN DIEGO INTERNATIONAL AIRPORT
SAN DIEGO, CALIFORNIA**

Directed and managed the firm's strategic repositioning and value-added development opportunities for a large mixed-use retail, entertainment and hotel portfolio acquisition in Hollywood, CA. Negotiated design, construction, and agency agreements, including landlord lease obligations. Allocated and managed the portfolio capital budget, including the preparation of financial analyses and development pro-forma to evaluate portfolio return scenarios. Directed and scheduled the development process from feasibility analyses, planning and entitlements through construction, leasing, and operations. Negotiated and managed the expansion of the Community Redevelopment Agency's creative signage program within the Hollywood redevelopment area, including participation in public hearings and presentations.

**Dates worked
on project:**
2009 – 2010

Project value:
\$2.9M

**MASTER PLAN FOR SAN ANTONIO INTERCONTINENTAL AIRPORT
SAN ANTONIO, TEXAS**

Directed and managed all aspects of the development process including business development, due diligence, land acquisition, entitlements, forward planning, product development, construction, and sales & marketing for this entrepreneurial Southern California homebuilder. Identified and evaluated potential project sites for various multi-family and single-family urban in-fill projects including preparing in-depth feasibility/sensitivity analyses. Accountable for project P&L and business unit's revenue and margin targets Oversaw constructability reviews, value-engineering, construction bidding and purchasing.



R. CLAY PASLAY

ADVISOR

Mr. Paslay is the President and Managing Partner of Paslay Management Group (PMG). PMG is an executive management consulting firm specializing in executive advisory and management of large complex aviation developments. Since PMG's inception, the firm has served as Executive

Program Managers and Advisors on some of the largest and most complex capital development programs in the airport industry. PMG continues to be an industry leader in delivery strategies, most recently leading the comparative analysis that resulted in utilization of the P3 delivery for the LAX \$5.5B LAMP Program. PMG is currently providing Executive Program Management services at 6 large and medium hub airports with total combined capital programs in excess of \$15B. Before starting Paslay Management Group, Mr. Paslay 38 year career included serving as the Executive Vice President of DFW International Airport. In this role, Mr. Paslay's responsibilities included all commercial and development activities at DFW.

RELEVANT EXPERIENCE

Dates worked on project:
2006 - Present

Consultant Contract Value:
Multiple

PASLAY MANAGEMENT GROUP (PMG)
DALLAS/FORT WORTH, TEXAS
PRESIDENT/MANAGING PARTNER

PMG'S CURRENT ENGAGEMENTS INCLUDE:

- Executive Program Management Services / Advisor developing and implementing the organization and execution strategy for the Los Angeles World Airport's LAX \$8B Development Program comprising airfield reconfiguration, new international terminal, central utility plant, automated people mover, consolidated rental car facility, landside moderation program for LAX and mid-field concourse
- Executive Advisor for Tampa International Airport's \$1.2B Master Plan Implementation. Composed of a new consolidate rental car facility connected to the central terminal area via a 2 mile automated people mover and a redevelopment of the central terminal area.
- Executive Program Management services for the Metropolitan Nashville Airport Authority. The \$1.2B "BNA Vision" includes a new concourse D with ticketing and baggage claim, consolidated close-in parking facility with an office tower and Hotel, International arrivals facility and reconstruction of the central terminal area.



38 years of experience



EDUCATION

Bachelor's Degree, University of Texas Arlington

PMD Executive Program Harvard Graduate School of Business



AWARDS

ENR Top 25 Newsmaker

CIVIC ORGANIZATIONS

Pantego Christian Academy Board of Trustees past Board Chairman

DFW Airport Board Chaplaincy Board of Directors Life Time Member

The Learning Center of North Texas Board of Directors,

Hill School of Fort Worth Past Board of Trustee

Forum Fort Worth Board of Directors Past Board Chairman

Leadership Fort Worth Past Board of Directors, Harvard Club Fort Worth

- Executive Program Management services as part of the P3 development team at JFK developing T6 & T7 for JetBlue
- Managing the Privatization Procurement for the Westchester County Airport. This engagement is part of a procurement team that development the procurement documents pursuant to the FAA privatization pilot program and is managing the procurement currently in process.
- Executive Program Manager for MCI \$1.2B new P3 terminal development
- Executive Program Manager for OMA's \$500M Terminal re-development program

PMC'S PAST ENGAGEMENTS INCLUDE:

- Managing Executive and Advisory for the DFW International Airport \$3.2 billion Terminal Renovation and Improvement Program (TRIP).
- Program Director and leadership team for the new Sacramento International Airport \$1.2 billion terminal development comprising a new landside terminal with a 19 gate airside concourse connected by a new automated people mover.
- Executive Advisory for the San Diego County Regional Airport Authorities \$1B "Green Build" development program.
- Executive Program Advisor for Phoenix Sky Harbor International Airport and San Diego International Airport Capital Development Program's developing the organizational and execution strategy.

**Dates worked
on project:**
2000 – 2006

Project value:
\$ N/A

**Consultant
Contract Value:**
\$2.7 B

**DFW INTERNATIONAL AIRPORT, DALLAS/FORT WORTH, TEXAS
EXECUTIVE VICE PRESIDENT**

Responsible for the management and execution of the airport's \$2.7 billion capital development program which involved the design and construction of three 2000 foot runway extensions; a new 5 mile elevated Automated People Mover system; 2 million square foot International Terminal, state of the art Terminal Security Systems, In-Line Explosive Detection Baggage system; 300 room Grand Hyatt hotel; 8100 car park; three level Roadway System; Central Utility Plant refurbishment and numerous infrastructure enhancements.

- Led the successful completion on schedule and under budget of the \$2.7 billion capital program which involved several federal agencies, international and domestic airlines, community leaders, financial community with an average five year cash flow of \$30 million per month and 23 million man hours.
- Led the development team that involved 479 contractors and 122 consultants from around the world and was financed through PFC.
- Leveraged Revenue Bonds, Federal funds and Non-Recourse Facility Revenue Bonds.
- Implemented an innovative safety training program which reduced the lost time ratio from an industry average of 3.9 to 0.4 saving millions of dollars and is now recognized as an industry model.
- Successfully maintained an industry low soft cost ratio of 15.6% and achieved schedule and budget objectives.

**Dates worked
on project:**
1994 – 2000

Project value:
\$ N/A

**Consultant
Contract Value:**
\$2.7 B

**DFW INTERNATIONAL AIRPORT, DALLAS/FORT WORTH, TEXAS
DEPUTY EXECUTIVE DIRECTOR**

Responsible for planning and direction of Business and Commercial Development activities for the Airport. Leadership accountabilities included:

- Airport Real Estate – responsible for all airport facility and ground leasing, Hyatt hotel and golf course, Foreign Trade Zone administration and airline use agreement negotiation / relations.
- Airport Concessions – responsible for all Concession activities of the Airport Planning – responsible for all airport facility planning.
- Airport Development – responsible for design, construction and fund administration of Airport development.
- Terminal B Management – responsible for day-to-day operations of a 24-gate terminal handling 17 airlines (101,450 ops. and 9,299,083 pax.) and GA operations.

Member of Executive team that created a new Airport vision and business strategy resulting in reducing the cost per enplaned passenger from \$3.81 in 1992 to \$2.08 in 1999 – the lowest in the Airport's history. Completed airport master plan update which resulted in a three-phased \$5.5 billion Capital Development Program spanning 20 years. Obtained airline approval and financing for the first phase valued at \$2.7 billion. Completed the design, construction, financing and lease negotiations for new \$150 million Consolidated Rental Car facility, a 200-acre development that consolidated ten rental car companies in a common 129,000 square foot retail facility with an attached 5000 car garage and ten separate rental car maintenance sites. The 25-year lease / concession agreement will result in \$1 billion net revenue to the Airport and was financed with an innovative non-recourse instrument serviced by a user fee. Implemented new Concession program involving 100 food and beverage locations in four terminals, increasing sales from \$62.5 million in 1995 to \$140 million in 1999.

**DFW INTERNATIONAL AIRPORT, DALLAS FORT/WORTH, TEXAS
DIRECTOR OF AIRPORT DEVELOPMENT**

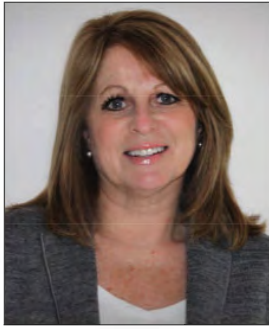
Led the planning, design, construction and fund administration of all major Airport Development projects. Capital investment ranging from \$70-100 million annual cash flow with over \$500 million approved project budgets. Developed and implemented financing strategies involving federal grants, PFC and revenue bonds. Projects ranged from a state-of-the-art Fire Training Facility to parking structures to air cargo facilities to a \$320 million, 8500-foot runway and mitigation program. Chairman of Executive Steering Committee overseeing DFW Airport's total quality management initiatives.

- Created a unique public / private sector Organizational concept which afforded the Airport benefits and flexibility of a private sector organization.
- Developed a unique project management approach for a public entity resulting in special legislation and the use of a negotiated guaranteed maximum price contracting methodology. This management approach resulted in reducing the soft cost ratio from 33% to 18% and reduced the change order ratio from an average of 12% to 4.5%.
- Completed DFW's seventh air carrier runway with a construction and mitigation program budget of \$320 million, three months ahead of schedule and 12% under budget.

**Dates worked
on project:**
1990 – 1994

Project value:
\$ N/A

**Consultant
Contract Value:**
\$500 M



MARGARET E. MCKEOUGH

PRINCIPAL

Margaret McKeough is an airport executive with over thirty years of leadership experience at 3 major hub U.S. airports including 14 years as Chief Operating Officer of the Metropolitan Washington Airports Authority (MWAA) overseeing Ronald Reagan Washington National Airport and Washington Dulles International Airport. Margaret has directed all airport operations and business functions including corporate airline relations, procurement, concessions leasing, airport customer experience, emergency management and public safety/security. Her experience includes negotiating the airline business agreements supporting the \$5 billion Dulles Development Program and the \$1 billion National Airport Project Journey Program.

RELEVANT EXPERIENCE

Dates worked on project:
2019 - Present

PASLAY MANAGEMENT GROUP DALLAS/FORTH WORTH, TEXAS PRINCIPAL

As a Principal with the firm, Ms. McKeough provides executive client relationship support to PMG clients.

Dates worked on project:
2004 - 2019

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY EXECUTIVE VICE PRESIDENT/CHIEF OPERATING OFFICER

Assisted the Board of Directors and President and Chief Executive Officer in directing 1500 employees in the development, operations and business affairs for Ronald Reagan Washington National Airport and Washington Dulles International Airport Aviation Enterprise and the Dulles Corridor Enterprise including the 13 mile Dulles Toll Highway and the 23 mile Metrorail expansion.

Fiscal management of over \$700 million annual aviation operating and maintenance budget, \$5 billion multi-year aviation capital development program, \$70 million Dulles Corridor Enterprise annual operating and maintenance budget and \$5 billion capital program. Directed corporate airline relations with over 40 signatory airlines including negotiation of new 10-year Use and Lease Agreement authorizing revenue sharing between Airports and \$1B Project Journey development program at Reagan National.



33+ years of experience



EDUCATION

M.P.A., University of Connecticut

B.A., Providence College



QUALIFICATIONS

2017-current
ACRP Oversight Committee

2010-current
Aero Club of Washington Board of Governors
2018 President

2014-2018
U.S. Secretary of Commerce
Travel and Tourism Advisory Committee
Co-Chair 2016-2018

2008 Chairman
Arlington County Chamber of Commerce

**Dates worked
on project:**
1998 - 2004

VICE PRESIDENT FOR BUSINESS ADMINISTRATION

Directed corporate functions for Procurement, Airlines Affairs, Concessions and Property Development, Equal Opportunity Programs and Risk Management.

Advanced outreach activities for \$500 million procurement program to include on-line website advertisement of all contracting opportunities; weekly email alert notifications to prospective bidders; strengthened collaborative relationships with regional business associations and; published first comprehensive Contracting Manual documenting full and open competition practices and procedures.

Administered Airline Use and Lease Agreement ensuring consistent application of business procedures at Reagan National and Dulles International. Structured and implemented successful Majority In Interest process with over 40 Signatory Airlines in support of the \$4 billion Dulles Development Program.

Restructured, marketed and secured cost effective insurance coverage for revised Owner Controlled Insurance Program in support of the \$4 billion Dulles Development Program resulting in significant cost savings.

Restructured and stabilized \$100 million annual sales terminal concessions program through revised leasing strategies and enhanced tenant relations program.

**Dates worked
on project:**
1994 - 1998

**PHOENIX SKY HARBOR INTERNATIONAL AIRPORT
DEPUTY AVIATION DIRECTOR**

Directed the Business and Properties Department for large hub airport serving over 30 million passengers. Managed all real estate acquisitions, commercial leasing programs and property management activities on 2,200-acre campus encompassing 3.5 million sq. ft. of public terminal facilities and 200,000 sq. ft. of air cargo space.

Developed and implemented business strategies through public solicitation processes. Negotiated and administered contracts valued in excess of \$370 million gross sales and generating over \$50 million in Airport revenues.

Functioned as Disadvantaged Business Enterprise (DBE) Officer with liaison responsibility to the Federal Aviation Administration. Managed tenant relations for over 100 business enterprises including 21 domestic/international airlines. Delivered formal presentations to Aviation Citizens Advisory Committee, Phoenix City Council and aviation industry trade association conference panels. Served as Acting Assistant Aviation Director for seven-month period.

**Dates worked
on project:**
1988 - 1994

**CITY OF PHOENIX COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
BUSINESS PROGRAM ADMINISTRATOR CENTER CITY DEVELOPMENT
ADMINISTRATOR**

Managed City's 600-acre Downtown Redevelopment Program including development of business strategies for public procurement solicitations to attract private investment proposals for underutilized real estate in central city; structured creative public/private financing utilizing economic development financing programs.

Negotiated and administered public/private development contracts for over 40 projects valued at over \$1 billion in capital investment. Facilitated developers' processing through City construction permitting activities including zoning and building permit issuance. Administered Small Business Collateral Enhancement Loan Program utilizing Community Development Block Grant federal funds. Analyzed project financing risk for applications to the Phoenix Industrial Development Authority Industrial Revenue Bonds (IRB) program.

**Dates worked
on project:**
1986 - 1988

**CITY OF PHOENIX COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
PROJECT MANAGER**

Prepared Requests for Development Proposals to attract private sector investment to downtown redevelopment area. Participated in contract negotiations and administered contracts after execution. Trial witness for City's public purpose interests in eminent domain proceedings. Coordinated developer processing through City's site plan review, zoning and building permit issuance.



FRASCA & ASSOCIATES, LLC



LARRY BELINSKY MANAGING DIRECTOR

Mr. Belinsky joined the firm in 2011 and has over 30 years of government and municipal finance experience, specializing in P3 strategic and transactional advisory for social and infrastructure development projects and States, Cities, Counties and Governmental Authorities. During the last three years he has advised on more than \$5 billion of tax-exempt municipal debt. Mr. Belinsky is currently advising the City of Phoenix on the monetization of its Airport's 25,000 parking spaces and the P3 development of a new hotel. He is also advising Metropolitan Nashville Airport Authority on the development of a hotel as a DBFOM and an attached parking structure as a DB. Mr. Belinsky had a significant role in the LaGuardia CTB \$4 billion Replacement Project for FRASCA. He is advising Westchester Authority in New York on the privatization of their Airport under the FAA Pilot Program. Mr. Belinsky had a leadership role in advising the Los Angeles World Airport on its \$5.5 billion P3 Landside Access Modernization Program, the Authority of Phoenix on the replacement of their streetlights through a public/private partnership and Port Everglades on the development of a logistics center and foreign trade zone. He has advised the Authority of Kansas City ATAG committee on future terminal development at MCI. As part of these projects, Mr. Belinsky has reviewed and evaluated capital programs, financing structures and assisted in the development of alternative financing structures as well as the development of revenues streams. He also assisted LAX, SAF, SYR and FLL airports in the identification and development of other potential P3 opportunities.

Mr. Belinsky has served as an investment banker to both the State and the City of New York. He currently serves as municipal advisor to the Buffalo and Fort Erie Public Bridge Authority, Empire State Development Corp and the New York State Transportation Development Corp.



30+ years of experience



EDUCATION

B.A., State University of New York at Albany

M.B.A., Columbia University



QUALIFICATIONS

Served as an investment banker to both the State and the City of New York

Municipal advisor to the Buffalo and Fort Erie Public Bridge Authority, Empire State Development Corp and the New York State Transportation Development Corp.

MSRB Municipal Advisor Series 50 Representative



PATRICIA DE LA PEÑA

PARTNER

With over 20 years of experience, Tricia has played a key role in delivering many of the largest transportation projects in Texas and the U.S through innovative methods. She assists clients in developing successful procurement strategies and documents, drafting and negotiating public-private partnership (P3) agreements and design-build contracts and handling contract administration issues.

For more than a decade, Tricia has been a key member of the legal team assisting the Texas Department of Transportation in the development and implementation of the largest P3 and design-build program in the country. In addition to advising the agency on project development and implementation, she assists with contract administration issues and is helping the agency develop standardized procurement and contract documents for innovative delivery projects.

RELEVANT EXPERIENCE

TEXAS DEPARTMENT OF TRANSPORTATION - NORTH TARRANT EXPRESS SEGMENTS 3A & 3B

Leader of the legal team advising on the second phase of an innovative highway improvement and managed lanes P3 to alleviate heavy congestion in the Dallas/Fort Worth area. Ms. de la Peña assisted TxDOT in negotiating a concession agreement with a Cintra/Meridiam joint venture for the \$1.5 billion Segments 3A & 3B portion, which rebuilds general purpose lanes and adds two tolled options for 10 miles along I-35W from I-30 to U.S. 81/287 – doubling the capacity of the existing roadway. Financing includes \$430 million in developer equity, a \$531 million TIFIA loan, \$274 million in PABs and \$127 million in public funds from TxDOT and the North Central Texas Council of Governments. Construction of both segments was completed in 2018. Ms. de la Peña also assisted with commercial and financial close, including representing TxDOT in negotiations concerning TIFIA and PABs. Nossaman is currently advising TxDOT on contract administration matters. Infrastructure Investor magazine named the project the “North American Transport Deal of the Year” in 2014.

TEXAS DEPARTMENT OF TRANSPORTATION - NORTH TARRANT EXPRESS SEGMENTS 1 & 2W

Key member of the legal team that advised on the pre-development agreement for the North Tarrant Express project and a toll concession agreement for the first phase of the project, designed to dramatically improve mobility in the growing Dallas/Fort Worth region. Segments 1 & 2W comprise a 13-mile, \$2.05 billion piece of the larger \$5.1 billion North Tarrant Express P3 – a project that



20+ years of experience



EDUCATION

J.D., University of California, Los Angeles School of Law

B.A., University of California



ADMISSIONS

California and Texas

AFFILIATIONS

American Bar Association, Public Contract Law Section

Texas Bar Association

California State Bar Association

Women's Transportation Seminar

Hispanic National Bar Association

International Bridge, Tunnel and Turnpike Association

Hispanic Bar Association of Austin

will fix existing highway infrastructure and double existing road capacity with a combination of general purpose lanes, continuous frontage roads and managed toll lanes along a 36-mile corridor in Dallas and Tarrant counties. The toll lanes are using dynamic pricing to keep traffic moving at 50 mph. Nossaman helped negotiate a 52-year DBFOM concession agreement with a Cintra/Meridiam consortium to complete Segments 1 & 2W and a pre-development agreement to develop plans and concession agreements for the development of additional segments. Financing includes \$573 million in public funds, \$426 million in developer equity, a \$650 million TIFIA loan and \$400 million in PABs. The segments, along I-820 and SH 121/183, opened in October 2014 – several months ahead of schedule. The project captured several awards including Infrastructure Journal's "Global Transport Deal of the Year" in 2009, "P3 Co-Project of the Year" from the American Road and Transportation Builders Association in 2010, and "Best of the Best" in the "Highway/Bridge" category from Engineering News-Record in 2016. In 2017, the project was awarded the "Infrastructure Award" from the National Council for Public-Private Partnerships.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY – I-10 CORRIDOR CONTRACT 1

Leader of the legal team advising on the procurement of a toll services provider contract to implement, install, operate and maintain a toll collection system and provide toll services for two tolled express lanes in each direction along a portion of the heavily traveled I-10 in San Bernardino County. The procurement for a toll services provider was initiated in January 2017. Ms. de la Peña's responsibilities include drafting procurement and contract documents, representing the Authority in one-on-one meetings, drafting responses to proposer questions, assisting with evaluations and negotiation of the toll services contract.

TEXAS DEPARTMENT OF TRANSPORTATION – LBJ EXPRESS

Key member of the legal team that advised on a critical project to ease pressure on a congested 17-mile corridor along the IH-635 and IH-35E in the Dallas Metropolitan area. Nossaman guided procurement of a DBFOM toll concession agreement with a Cintra/Meridiam joint venture for the \$2.7 billion upgrade, one of the largest P3 undertakings in U.S. History. The project includes four main lanes and two to three continuous frontage road lanes in each direction, along with two to three managed lanes in each direction that will use congestion pricing to keep traffic moving at 50 mph. LBJ Express, the first transportation upgrade to receive federal tolling authorization under the Express Lanes Demonstration Program, reached financial close ahead of schedule and was completed in 2015. Financing included \$490 million in public funds, \$672 million in developer equity, an \$850 million TIFIA loan, and \$606 million in PABs. The American Road and Transportation Builders Association named LBJ Express "P3 Co-Project of the Year" in 2010. Ms. de la Peña assisted with procurement and financing issues, as well as commercial and financial close.

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS – METRO SOLUTIONS PHASE 2

Member of the legal team that advised the transit agency on a project to extend the Houston METRORail system. The first leg of the system, the 7.5-mile long Red Line, boasts one of the highest ridership rates in the country since opening a decade ago. METRO Solutions Phase 2 is a \$1.46 billion project to design, build, equip, operate and maintain three additional rail lines. The Authority awarded a development agreement to Parsons Transportation Group Inc. and a design-build contract to a Parsons/Granite/ Kiewit joint venture with vehicles acquired from CAF USA Inc. The Red Line northern extension opened in December 2013 and the Green Line (East End) and Purple Line (Southeast) began service in 2015. Ms. de la Peña's services included advising on the turnkey contract to develop the project, assisting with development of the procurement and contract documents, and working on insurance issues.

TEXAS DEPARTMENT OF TRANSPORTATION – SH 249

Leader of the legal team advising on the procurement of a proposed \$400 million design-build-maintain project to enhance connections between the metropolitan areas of Houston, Bryan/College Station and Waco while improving safety in communities along the route. The SH 249 Extension Project, an approximately 24-mile new tolled facility, will include an initial segment with up to four new managed lanes – two in each direction – from FM 1774 in Pinehurst in Montgomery County to FM 1774 in Todd Mission

in Grimes County. The second segment will consist of two new toll lanes – one in each direction – with periodic passing lanes (Super 2 configuration) from FM 1774 in Todd Mission to SH 105 near Navasota in Grimes County. TxDOT issued an RFP in September 2016, and awarded a contract to WBCCI, LLC in October 2017. Ms. de la Peña's duties involved drafting procurement and contract documents, including the RFQ, RFP and design-build and capital maintenance agreements, as well as advising the Department through the procurement, evaluation and selection process, and negotiation of the contract.

TEXAS DEPARTMENT OF TRANSPORTATION - SH 360

Leader of the legal team advising on a \$625 million, 9.7-mile tolled extension of SH 360 in Arlington to U.S. 287 near Mansfield in the Dallas/Fort Worth area, relieving stress on highly congested local roads. The \$300 million initial phase of the project includes a four-lane divided tollway north and two divided lanes south of East Broad Street, as well as an interchange at U.S. 287. TxDOT will eventually add more tolled lanes to the route. An agreement between TxDOT and the North Texas Tollway Authority calls for TxDOT to design, build and finance the project before turning it over to the Authority for ownership and tolling. TxDOT awarded a contract to a Lane/Abrams joint venture in May 2015. Construction began in fall 2015 and the project reached substantial completion in 2018. Ms. de la Peña assisted TxDOT in drafting procurement documents, including the design-build and comprehensive maintenance agreements. She also advised during the procurement and award process, including assisting in one-on-one meetings with proposers, responding to proposer questions regarding commercial terms, assisting with the evaluation process, negotiations with the selected proposer and obtaining post-selection approvals. Ms. de la Peña is currently assisting TxDOT with ongoing contract administration.

TEXAS DEPARTMENT OF TRANSPORTATION - STATEWIDE TOLL SYSTEM INTEGRATION AND MAINTENANCE AGREEMENT

Leader of the legal team advising TxDOT in managing a Statewide Toll System Integration and Maintenance Agreement with Transcore – the largest provider of toll maintenance services in the U.S. The Agreement requires TransCore to develop, install, integrate, test and maintain the Department's current and future toll systems. Ms. de la Peña assists with drafting and negotiating Project Segment Supplements, which are used to add toll systems to the Agreement.

METRO GOLD LINE CONSTRUCTION AUTHORITY - METRO GOLD LINE

Member of the legal team that advised the Authority with respect to its design-build contract for Phase 2A of the Gold Line light rail system, extending the route eastward from Pasadena through the region's "foothill cities." Phase 2A of the project, which was open for service in March 2016, extended the line to Azusa and added 11.3 miles of new track along with six new stations and an operations and maintenance facility. Our services included an agreement with Skanska USA to develop an \$18 million "freeway structure" bridge; a \$486 million alignment contract with a Kiewit/Parsons joint venture; and a \$49 million agreement with Webcor Builders for a parking structure. We assisted with risk allocation analysis, prepared procurement and contract documents and assisted in the award process and contract administration. In 2016, the Gold Line project won "Outstanding Rail Project of the Year" from the American Society of Civil Engineers, Metropolitan Los Angeles Branch; the "Sustainability Excellence Distinction Award" and "Exceptional Project Achievement Award" from the Western Council of Construction Consumers; and the "Excellence in Dispute Avoidance & Resolution Award" from the Dispute Resolution Board Foundation. Also in 2016, the Gold Line Phase 2A freeway structure bridge was honored as one of ArchDaily's "Top 100 Architecture Projects."

Attachment B

Resumes for Additional Available Personnel





MARK SKJERVEM

PARTNER/PRINCIPAL

Mark Skjervem has 40 years of experience in design, engineering, project management and construction management. In the last 30 years, he has concentrated on airport facility improvements and expansions. Mr. Skjervem has managed programs, which have involved new terminal developments, terminal renovations, airfield improvements, new air traffic control towers, financial studies, interim facilities, testing, commissioning, and turnover of aviation related facilities.



40+ years of experience



EDUCATION

Bachelor of Architecture, Urban Design Texas Tech University



QUALIFICATIONS

Texas House of Representatives, Outstanding Achievement

Employer Support Certificate of Appreciation, Texas Air National Guard for 136th Airlift Wing, August 2001

Parsons Project Manager of the Year, 2006

CERTIFICATIONS

Architect, Colorado

National Council of Architectural Registration Boards (NCARB)

RELEVANT EXPERIENCE

Dates worked on project:

2013 - Present

Project value:

\$7B

PASLAY MANAGEMENT GROUP

PROGRAM MANAGER, LOS ANGELES, CA

Mr. Skjervem initially reported to the LAWA Deputy Executive Director for Airport Development. His responsibilities include management of four specific Elements of work. Elements include Airfield projects, Infrastructure/ Utility projects, Terminal projects and Tenant projects. Mr. Skjervem's current responsibility is the overall management of the LAX Midfield Satellite Concourse, a \$1.6B program. The program consists of 15 gates, a passenger tunnel, utility/baggage tunnel, connection to the Terminal processor, ICS baggage system, and Ramp Control Tower.

Dates worked on project:

2001 - 2013

Project value:

\$2B

PARSONS

VICE PRESIDENT/PROJECT DIRECTOR, NEW DOHA INTERNATIONAL AIRPORT (NDIA), PM/CM

The Project comprises the design, construction, commissioning and handover for operational use of the North Concourse, Lounges and Retail spaces and an Automatic People Mover. Mr. Skjervem's responsibilities were to manage design, construction, quality, safety, budget and schedule for the client. He also gave briefings to senior officials of the Qatari government.

Dates worked on project:

2007 - 2010

Project value:

\$750M

LAX AIRPORT. TOM BRADLEY INTERNATIONAL TERMINAL REDEVELOPMENT (TBIT) LOS ANGELES, CA PROJECT DIRECTOR, PM/CM

The program consists of the modernization of all public areas and systems in the one millionsquare foot Tom Bradley International Terminal. Mr. Skjervem was responsible for the overall program scope, which includes

design management of design management and construction management, project controls, quality assurance, safety, and contract management. Also includes briefings to LAWA senior management and LAWA Board. Parsons responsibilities include safety, P&L, quality reviews, staffing and point of contact for the client.

**Dates worked
on project:**
2006 – 2007

Project value:
\$12B

**ABU DHABI AIRPORT EXPANSION PROGRAM ABU DHABI UAE
PROGRAM DIRECTOR, PM/CM**

The multi-billion dollars, new expansion program involves program management and construction management services. Services included design review; budget planning, and schedule control; value engineering; quality assurance; operational planning; constructability reviews; safety and security management; contract administration; claims assessments; risk assessments, contract closeout and warranty support; and facility startup and turnover. The facility expansion program includes a new 36 gate that is expandable to 80 gates. A new 4100 meter by 60-meter CAT III all-weather runway related taxiways/taxi lanes and a new 110-meter-tall Air Traffic Control Tower. Mr. Skjervem was responsible for the overall program scope, which includes design management, project controls, quality assurance, safety, and contract management. Also includes briefings to senior management and the Governmental Technical Committee.

**Dates worked
on project:**
2000 – 2005

Project value:
\$1.4B

**MARK A SKJERVEM, S.P., IRVING TEXAS
PRINCIPAL/EXECUTIVE MANAGER**

Mr. Skjervem was self-employed and under contract with the Dallas-Fort Worth International Airport, the City of San Francisco International Airport, and Greater Toronto Airports Authority (GTAA) at Toronto's Lester B. Pearson International Airport. In this role of Executive Manager for the Dallas-Fort Worth Terminal D program, he directed the airport and design staff and construction manager. Mr. Skjervem was responsible for the program budget and schedule. He also served as an advisor to the airport directors in San Francisco and Toronto.

DFW, Terminal "D" Dallas-Fort Worth International Airport

The project included a new 2.1 million sq. ft. international terminal, 28 contact aircraft gates with the associated 8,100 car parking facility. The project work also included the 300 room Grand Hyatt Hotel integrated into the structure of the terminal, additions and upgrades to the central utility plant, modifications to the roadway systems, and airfield improvements. Mr. Skjervem was responsibilities included the overall direction of the terminal program. This included initial planning, programming into design, and construction into operations. The value of the program was \$1.4 billion. Programming to operations was completed in 64 months. Reported schedule, budget, and contract statuses to executive management and the airport Board of Directors on a monthly basis.

**Dates worked
on project:**
1992 – 1999

PARSONS

SENIOR PROJECT MANAGER

Greater Toronto Airports Authority (GTAA), Advisor to GTAA Activation and Start-Up Management At Lester B. Pearson International Airport, the GTAA requested advice and review of the start-up operations for the new terminal program.

Airports Commission City/County of San Francisco, Advisor to the Airport Director

Mr. Skjervem advised the San Francisco International Airport on terminal facilities start-up, commissioning, and activation. Coordinated the design and construction activities with the airport operations, maintenance, and service contracts.

Metropolitan Washington Airports Authority, Senior Project Manager

The project involved providing program management services to the Metropolitan Washington Airports Authority for a \$3 billion, ten-year Capital Development Program (CDP) to rehabilitate Ronald Reagan Washington National Airport and to enlarge Washington Dulles International Airport. Mr. Skjervem responsibilities included planning, design, construction coordination, and integration with airport operations, maintenance, and finance of all projects. Reported to and briefed airport directors at Ronald Reagan Washington National Airport and Washington Dulles International Airport on the project work.

City of Chicago, Department of Aviation, Project Manager System

Responsibilities included design and construction management for special systems, airline support space, federal agency spaces, and concessions. Responsibilities also included serving as the City of Chicago liaison with the Federal Inspection Services, the Chicago O'Hare Airport Airlines, and the Department of Aviation. Also responsible for the startup and check-out of special systems, relocation of all tenants, and procedures for the initial operational plans.

**Dates worked
on project:**
1988 – 1992

Project value:
\$200M

**AMERICAN AIRLINES FORT WORTH, TEXAS
PROJECT MANAGER**

Responsible for the design and construction of all major projects for American Airlines at Dallas-Fort Worth International Airport. These projects included People Mover System renovation (TRAAM), additional eight aircraft gates, Flight Information Service (FIS) renovation and its expansion to 15 gates, adding 240,000 sq. ft. of new building, renovation of 190,000 sq. ft. of existing facilities, and expanding the American Eagle facilities. Mr. Skjervem directed architects, engineers and contractors to perform the project work. Performed brief airline operations, and maintenance on the status of design and construction. Prepared plans to minimize operational impacts due to construction. Also prepared reports and schedules, and reported the status of budgets to senior management.



PAUL BLUE

ADVISOR

Mr. Blue supervised the management team for Phoenix Sky Harbor for 3.5 years. Managed and led nearly all functional areas at Phoenix Sky Harbor across 10 years. He conceived, secured approval, and implemented a \$3.5 B Airport Development Program. He led City economic development programs attracting \$4 B of investment. Directly led \$1.5 B in capital development projects as the owner or project manager.

RELEVANT EXPERIENCE

Dates worked on project:
2017 - Present

Project value:
Multiple

PASLAY MANAGEMENT GROUP ASSOCIATE PRINCIPAL

PMG is a professional management firm specializing in advising and assisting owners with the execution of all aspects of Airport Development and Operations. Mr. Blue is currently providing Executive Advisory and Leadership services at several major airports across the U.S.

Dates worked on project:
2014 - 2017

CITY MANAGER'S OFFICE, CITY OF PHOENIX DEPUTY CITY MANAGER

Provide executive leadership and management for: Aviation Department, Convention Center, Economic Development, large events (Final4, Super Bowl), Phoenix Biomedical Campus, higher education relations with ASU/UA/NAU/GCU, development finance, management of 1,000 room City-owned Sheraton Hotel.

Dates worked on project:
2013 - 2014

CITY OF PHOENIX SENIOR EXECUTIVE ASSISTANT TO THE CITY MANAGER CITY MANAGER'S OFFICE,

Led or supervised functional areas including: the Community and Economic Development Department, Government Relations, Office of Environmental Programs, Municipal Court, Public Defender, Regional Wireless Cooperative, and coordination of City's role in the 2015 Super Bowl.



28+ years of experience



EDUCATION

M.B.A., Arizona State of University

M.P.A. Arizona State University,

B.A., Westmont College



QUALIFICATIONS

Lead high performing teams in complex environments to achieve quality results

Convince private business to grow or relocate their operations to Phoenix

Successfully manage diverse coalitions and partnerships

Persuaded private and public developers to invest capital in Phoenix projects

**Dates worked
on project:**
2011 – 2013

**CITY OF PHOENIX
CHIEF OF STAFF, MAYOR GREG STANTON**

Chief of Staff for Mayor Greg Stanton for first 20 months of his first term. Led his staff, policy development, and organized the interface with the larger city organization to implement specific policy initiatives.

**Dates worked
on project:**
2011 – 2011

**CITY OF PHOENIX
DIRECTOR, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Responsible for all economic development, downtown redevelopment, and business retention and expansion programs for the City of Phoenix.

**Dates worked
on project:**
2011 – 2011

Project value:
\$3.5B

**CITY OF PHOENIX
ASSISTANT AVIATION DIRECTOR, AVIATION DEPARTMENT**

Executive role leading nearly all functional work groups at Phoenix Sky Harbor including: business and real estate transactions, design & construction, capital development planning and implementation, finance and budget, facility maintenance, public relations, planning, environmental & noise programs, and land acquisition.

**Dates worked
on project:**
2001 – 2006

Project value:
\$485M

**CITY OF PHOENIX
DEPUTY AVIATION DIRECTOR, AVIATION DEPARTMENT**

Led all relationships with the airlines and 1,500 other tenants, responsible for all business and real estate transactions at all three airports, developed and led our relationship as part owner of a commercial reliever airport, managed environmental functions and acted as owner/leader for all capital development resulting in leasable real estate.

**Dates worked
on project:**
1996 – 2001

Project value:
\$100M

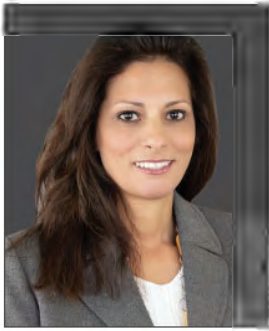
**CITY OF PHOENIX
ECONOMIC DEVELOPMENT ADMINISTRATOR/MIDDLE MANAGER, CITY MANAGER'S OFFICE**

Led the project team for the development of the \$100 M Phoenix Municipal Courthouse as well as led economic development programs associated with hotel development, retail, and light rail.

**Dates worked
on project:**
1990 – 1996

**CITY OF PHOENIX
PROGRAM MANAGER/MANAGEMENT ASSISTANT, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Led business attraction for the Community and Economic Development Department as well as managed project development for downtown redevelopment efforts.



JACQUELINE YAFT

ASSOCIATE PRINCIPAL

Exceptionally self-driven and decisive executive leader with nearly 20 years of progressive and meaningful experience developing and implementing standard operating procedures designed to provide for the highest safety of the traveling public.

Recognized for building collaborative relationships with business leaders and stakeholders at all organizational levels. Extensive experience at major hub airports with construction management, technology systems innovation and operational continuity.



20+ years of
experience



EDUCATION

B.S., Metropolitan
State College

M.B.A., Embryriddle
Aeronautical
University



CERTIFICATIONS

ACI IAP

NIMS

Associate DBIA

RELEVANT EXPERIENCE

**Dates worked
on project:**
2018 - Present

ASSOCIATE PRINCIPAL, PASLAY MANAGEMENT GROUP

Review ABQ current Certification Manual, Airport Security Plan, airport operations and procedures to define efficiency, improve communications, and enhance compliance. Conduct training, assessments, and draft necessary SOPs. Assist ABQ management define ways to enhance security, evaluate incident response and make recommendations for best practices.

**Dates worked
on project:**
2016 - 2018

PRINCIPAL CONSULTANT, ROSS & BARUZZINI

In the spring of 2017, I engaged with the Vantage Group offering Operations support during the re-development of LaGuardia Central Terminal. My role comprised planning and execution of traffic management plan, construction review, and operations oversight. My work detailed to develop plans, procedures, protocols and systems aimed to encourage the highest standards for safety and passenger experience on the LaGuardia Central Terminal (CTB) Frontage; to work with internal and external stakeholders, traffic professionals and local and governmental authorities. Oversaw the contracted traffic management service provider for the CTB Frontage, monitoring performance and safety and implementing improvements as identified; ensured all contracted frontage management resources meet the appropriate LGP Customer/Guest Service training and competency levels required to meet the service performance expectations. Ensured predicted heavy traffic day planning is undertaken, with operational plans communicated and executed well in advance of critical periods. Undertook Summer Traffic planning as a matter of priority, with operational, communication and training plans developed in consultation with internal and external stakeholders; oversaw implementation. Reviewed

construction work and phasing plans, highlighting potential impacts to airport traffic and highlighting considerations and providing mitigation options. Day to day liaison with PANYNJ Traffic Engineers and Port Authority Police Department aimed at building credibility and influencing traffic flow improvements, and ensuring that all frontage enforcement commitments and obligations are met. Identified and reviewed best curbside management practices and technologies to develop tools, guidelines and principles to improve efficiency of curbside space usage (e.g. airport vehicle identification, proximity/transponder equipment, License Plate Recognition (LPR), RFID, pavement sensors for curbside dwell time, tolls for curbside access (DFW/DEN), improved lane structure). In consultation with LGP Operations developed plans, SOPs and provided training support to a new team or third-party contractor to support the PANYNJ's Mobile Command Centre.

FT. LAUDERDALE INTERNATIONAL AIRPORT

R&B was attained by Fort Lauderdale International Airport to conduct an independent and objective after action report following the January Active Shooting incident. Assessment of response efforts and communications. Evaluation of Incident command structure and practices. Assessment of customer care and recovery efforts. Recommendations of best practices for improvements.

ASSISTANT DIRECTOR OF OPERATIONS

Progre6 AERTEC and Ross & Baruzzini engaged in partnership for CAPEX review, and review of the O&M plan only during the pre-development phase of the project. The "Great Hall Project" includes an extensive upgrade to the main terminal at Denver International Airport which spans over 70,000 square meters of floor space. Capacity analysis and simulations for the terminal at Denver airport to be carried out according to the work schedule and the milestones described in the RFP of the bid. Produce Operations and Maintenance Work Plan with estimate of the Operations and Maintenance Costs including calculations and analysis in excel format. CAPEX review by supporting the Consortium in preparing the PDA Phase deliverables and work products with a third-party credited estimate of the range for the initial capital expenditure of the Great Hall project. Also, provide a forecast for the maintenance and renewal capex to be incurred by the concessionaire during the Concession term to properly maintain the O&M Limits.

**Dates worked
on project:**
1998 – 2001

LOS ANGELES WORLD AIRPORTS

DEPUTY EXECUTIVE DIRECTOR OF OPERATIONS, AND EMERGENCY MANAGEMENT

Advance, enhance and protect operational efficiency and travel safety procedures for three airports owned and operated by the City of Los Angeles: Los Angeles International (LAX), LA/Ontario International (ONT) and Van Nuys (VNY). Serve in integral role to help meet Southern California regional demand for passenger, cargo and general aviation service while delivering a high level of safety, security and service for customers, the local community and stakeholders. Oversee management of 1200 staff member and ensure that each airport maintains full compliance with all regulatory agencies. Maintain fiscal responsibility for \$150M budget and budget-planning process. Managed operational readiness and activation of several capital projects valued at \$8 Billion throughout LAX including Tom Bradley International Terminal, Runway rehabilitation, Landside roadways restructure, and TSA screening checkpoint reconfiguration. Managed ground transportation revenue contracts valued at \$84M and expense contracts valued at \$4.5M including busing

operations, parking lots, and shuttle services. Conduct briefings to a 7 members Board of Commissioners, the city of Los Angeles Mayor, Council members, and media interviews. Lead operational impact analysis throughout LAX \$8B construction projects – (Runway Safety areas, Midfield Satellite Concourse Design-Build, Landside People Mover). Teered efforts to restore airfield to achieve 100%, zero-findings compliance with FAR Part 139. Guided project management efforts to design, build and open LAX's award-winning \$14M Airport Coordination Center within 9 months. Build a strong sustainable emergency management program to foster collaboration, commitment, common terminology, defines responsibilities, and support; work in concert with various agencies to perform the four major functions of responders: emergency assessment, hazard operations, population protection and incident management. Continuously develop and promote a productive, win-win relationship with stakeholders and regulators through consistent and frequent communication and by involving those interested in daily operational enhancement plans. Identified several programs to increase efficiency, situational awareness, cost effectiveness, and timely response. Lead a new Customer Experience initiative at LAX. Crisis Communications Leader for Denver Blizzard 2006, Continental 1404 Crash, LAX 2012 Active Shooter Incident with experience in developing a comprehensive after-action report.

**Dates worked
on project:**
1998 – 2001

**DENVER INTERNATIONAL AIRPORT
ASSISTANT DIRECTOR OF OPERATIONS**

Progressively promoted from managerial position to executive leadership role responsible for orchestrating operational initiatives for one of the busiest airline hubs in the world's largest aviation market. Additional positions held include Director of Organizational Effectiveness, Airport Operations Manager and Assistant Operations Manager.

AIRPORT OPERATIONS

Airside and Landside Managed emergencies contiguous with FAA, ARFF (Index E), and NIMS. Provided policy guidance to senior management and presented information and new policies to airlines, FAA and tenants. Guided terminal area activities including maintenance, VIP visits, public safety, and all ground transportation. Developed and implemented procedures for work order tracking, resulting in standardized reports and tracking.

SNOW REMOVAL/AIRCRAFT DEICING

Led maintenance crew during snow removal; coordinated landside/airside maintenance throughout the facility and AOA. Assisted in revamping snow removal program and implementing a new priority-based system. Developed and implemented flow charts for snow events to control flow in and out of the airport. Handled development, training and implementation of ramp snow removal contract for the first time in Denver. Developed training program for a new snow commander position inside the FAA tower cab. Directed and oversaw non-movement ramp tower. Managed \$350,000 renovation project for ramp tower from design to completion.

CONSTRUCTION/MASTER PLANNING

Participated in master planning while ensuring that diverse interest, directions and policies were represented. Provided recommendations regarding future capital improvement programs and major maintenance projects. Oversaw construction projects and various safety plans and programs throughout the airport.



ROBERT S. SEEWALD
ASSOCIATE PRINCIPAL

Robert Seewald has more than 39 years of experience in construction and engineering, with emphasis in building systems. His duties have included managing subcontractors, commissioning, turnover to owners/operators, and owner (ORAT).

Robert is adept in contractor surveillance for adherence to contract and safety requirements. His areas of experience include international airports and their facilities, microprocessor plants, oil refineries, and nuclear and research/development and processing plants.

As a project manager, Robert has extensive experience in program oversight, planning, scheduling, and scope control. He has maintained budget and schedule requirements on various fast-track projects. Robert has managed staff from the construction manager, general contractor and contractors, including co-management of the owner's staff. He is proficient in liaison functions between the owner, architect/designer, and the Authority Having Jurisdiction (AHJ).



40+ years of experience



EDUCATION
Community College of Denver



QUALIFICATIONS
21 Years of Aviation Experience
40 Years Total in Construction

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) – Associate Member 2002

RELEVANT EXPERIENCE

Dates worked on project:
2018 - Present

Project value:
\$1.5B

**ASSOCIATE PRINCIPAL, PASLAY MANAGEMENT GROUP
KANSAS CITY INTERNATIONAL AIRPORT NEW SINGLE
TERMINAL AND PARKING AT KCI, KANSAS CITY MISSOURI
ORAT MANAGER**

The 1.5 billion project is to provide Owner Representation and Oversight of the Property Development and Design Build Team. He is responsible for providing proactive collaboration among the many diverse stakeholders to ensure a successful opening of the new terminal, parking garage and central utility building. Responsibilities include development of all standard operating procedures and all stakeholder training for the new facilities.

Dates worked on project:
2015 - 2018

Project value:
\$1.4B

**COMMISSIONING/ORAT MANAGER, PARSONS
GEORGE BUSH INTERCONTINENTAL AIRPORT, HOUSTON
AIRPORTS SYSTEM, HOUSTON, TEXAS.**

The \$1.4 billion project is to provide the Program Management Team (PMT) staffing services in support of the current capital development projects. The major components of the programs include airside, terminal, landside, utilities, and infrastructure, along with

public safety, security, and environmental components. He was responsible for management for Commissioning and ORAT on the Mickey Leland International Terminal at Bush Intercontinental Airport, totaling \$1.4 billion including development of program policies, procedures, and specifications.

**Dates worked
on project:**
2012 – 2015

Project value:
\$7.4B

**COMMISSIONING MANAGER, PARSONS
LOS ANGELES WORLD AIRPORTS, CALIFORNIA**

The \$7.4 billion projects include upgrades and modifications to all elements of the campus, Terminals, Airside, and Landside/Utilities. He performed Quality Assurance oversight for Commissioning and Closeout on all projects, including the Tom Bradley International Terminal.

**Dates worked
on project:**
2008 – 2012

Project value:
\$4.7B

**ORAT MANAGER, PARSONS
CITY OF ATLANTA, HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

The \$7.4 billion projects include upgrades and modifications to all elements of the campus, Terminals, Airside, and Landside/Utilities. He performed Quality Assurance oversight for Commissioning and Closeout on all projects, including the Tom Bradley International Terminal.

**Dates worked
on project:**
2005 – 2008

Project value:
\$570M

**COMMISSIONING MANGER, PARSONS
RALEIGH-DURHAM AIRPORT AUTHORITY, RALEIGH-DURHAM INTERNATIONAL
AIRPORT PM/CM, MORRISVILLE, NORTH CAROLINA**

The \$570 million project involved providing program management and construction management for the design, procurement, construction of the airport terminal and related projects. Robert managed the ORAT/commissioning requirements for the new terminal. He developed ORAT and commissioning plans and oversaw both processes, including the turnover of systems and equipment to end users.

**Dates worked
on project:**
2004 – 2009

**COMMISSIONING MANAGER, PARSONS
MIAMI-DADE AVIATION DEPARTMENT, MIAMI INTERNATIONAL AIRPORT, NEW
SOUTH TERMINAL, MIAMI, FLORIDA**

Parsons, working as a member of the Parsons-Odebrecht Joint Venture, provided construction management services at-risk for construction of Miami International Airport's new South Terminal and Concourse J. The Miami South Terminal expansion program involved major elements including a new 1,100-foot-long, five-story terminal extension; construction of a new 900-foot-long concourse, which provided 14 new aircraft parking positions; modifications to an existing concourse to accommodate future international aircraft operations. Robert developed, executed, and supervised all commissioning, testing, and turnover processes for the South Terminal, Concourse J, and International Gate modifications on Concourse H.

**Dates worked
on project:**
2001 – 2004

**SENIOR PROGRAM MANAGER, PARSONS
LESTER B. PEARSON INTERNATIONAL AIRPORT TERMINAL DEVELOPMENT,
TORONTO, ONTARIO**

Parsons, in a joint venture, served as the project manager for the Terminal Development Project (TDP) component of the \$4.4 billion redevelopment program at Lester B. Pearson International Airport. Project elements included a new four-level, 3.9 million-square-foot terminal building with a central processor and four piers to service 68 bridge aircraft gates plus an additional 13 commuter gates; a new eight-level, 12,500-stall parking garage; a new 23.5-mile system of on- and off-airport access roads and bridges; and a new apron control tower. Robert developed, executed, and supervised all commissioning, testing, and turnover processes for the new airport facilities. He was also part of the ORAT Team. This was the largest TDP in Canadian history.

**Dates worked
on project:**
1998 – 2001

**COMMISSIONING MANGER, PARSONS
SAN FRANCISCO INTERNATIONAL AIRPORT, INTERNATIONAL TERMINAL, SAN
FRANCISCO, CALIFORNIA**

Robert developed and implemented the start-up process used for all mechanical, electrical, and architectural installations for all contracts at the \$2.6 billion international terminal, boarding areas, parking structures, cargo facilities, and rental car facility. He directed teams comprised of the owner, construction management team, and representatives for contractors and manufacturers throughout the start-up process. Robert also supervised the approval and delivery of all deliverables, and operations and maintenance (O&M) to the owner. The airport successfully opened on December 10, 2000.



HANS C. HOPPE

ASSOCIATE PRINCIPAL

Mr. Hoppe is an accomplished risk manager with extensive project management, projects, controls, systems engineering, and subcontract management experience in the engineering, construction, aerospace, and defense industries. He has wide-ranging project execution, experience, including large, complex program risk management, planning and mobilization. Hans also has experience as systems engineer, designing and implementing integrated project controls, risk and document management solutions. He holds a private pilot's license.

RELEVANT EXPERIENCE

Dates worked on project:
2018 - Present

PASLAY MANAGEMENT GROUP, ASSOCIATE PRINCIPAL SEATTLE TACOMA INTERNATIONAL AIRPORT

Dates worked on project:
2014 - Ongoing

Project value:
\$16.2B

MOBILIZATION RISK AND DELIVERY MANAGER, NEW INTERNATIONAL AIRPORT OF MEXICO CITY, DISTRITO FEDERAL, MEXICO

Established risk governance and a corresponding risk management framework for the entire program. Coordinated with the client, the program leadership team, and subcontractors to create and implement a program-wide risk management plan and collaboration software toolset. Conducted audits on the effectiveness of the established risk management framework.

Dates worked on project:
2014 - Ongoing

Project value:
\$1.1B

PRINCIPAL RISK MANAGER, BAY AREA RAPID TRANSIT, TRAIN CONTROL MODERNIZATION PROGRAM, SAN FRANCISCO, CALIFORNIA

Worked as the owner's representative to establish risk management framework and governance for the program. Facilitated workshops and executed full risk management lifecycle in preparation for Contractor procurement and negotiations. Created stochastic cost models to estimate recommended contingency for the owner based upon the program's risk profile.



22 years of
experience



EDUCATION

M.B.A., University of
Iowa

B.S., Mechanical
Engineering,
Colorado School of
Mines



QUALIFICATIONS

Program startup
and mobilization

Risk driven
procurement
strategies

Technical project
management

CERTIFICATIONS

Project
Management
Professional

Certified Project
Controls Manager

**Dates worked
on project:**

2016 - 2016

Project value:

\$2.25B

**RISK MANAGEMENT CONSULTANT, HOUSTON AIRPORT SYSTEM, INTERNATIONAL
TERMINAL REDEVELOPMENT PROJECT, HOUSTON, TEXAS**

Coordinated with Executive Program Management (EPM) staff to establish risk management governance, framework, plan and associated procedures.

**Dates worked
on project:**

2016 - 2017

Project value:

\$1B

**RISK MANAGEMENT CONSULTANT, HAWAII DEPARTMENT OF TRANSPORTATION,
HONOLULU INTERNATIONAL AIRPORT TERMINAL MODERNIZATION PROGRAM,
HONOLULU, HAWAII**

Applied risk assessment and decision analysis methodology to 6 terminal building options for the HNL Terminal Expansion Program. Facilitated workshops, created stochastic cost and schedule models, and ran simulations for decision support purposes.

**Dates worked
on project:**

2010 - 2015

Project value:

\$11B+

**RISK MANAGEMENT CONSULTANT, NEW DOHA INTERNATIONAL AIRPORT STEERING
COMMITTEE, HAMAD INTERNATIONAL AIRPORT/NEW DOHA INTERNATIONAL
AIRPORT CONSTRUCTION MANAGEMENT/PROGRAM MANAGEMENT, DOHA, QATAR**

Established risk management governance and a corresponding framework and plan. Conducted comprehensive risk management training tailored to the framework appropriate to the program. Conducted risk management workshops and implemented risk management technology to enhance risk management process efficiency.

**Dates worked
on project:**

2013 - 2014

Project value:

\$22B+

**MOBILIZATION RISK MANAGER. ARRIYADH DEVELOPMENT AUTHORITY, RIYADH
METRO PROGRAM MANAGEMENT/CONSTRUCTION MANAGEMENT, RIYADH, SAUDI
ARABIA**

Coordinated with the client, the program management office, and design-build contractors to establish risk management strategies, plans, and procedures and implement appropriate collaboration technology. Planned and facilitated a series of risk workshops to identify and assess risk items. Developed a comprehensive risk register and transition tasks to permanent staff.

**Dates worked
on project:**

2017 - Ongoing

Project value:

\$3.9B

**RISK MANAGEMENT CONSULTANT, NEW YORK CITY DEPARTMENT OF DESIGN AND
CONSTRUCTION, SOUTHEAST QUEENS PROGRAM, QUEENS, NEW YORK**

Worked with the program management team to establish a Program Management Organization to standardize governance over the many projects within the Southeast Queens portfolio. Established Risk and Issue Management framework, governance and associated procedures.

**Dates worked
on project:**
2014 - 2014

Project value:
\$11B+

**RISK MANAGEMENT CONSULTANT, COLORADO DEPARTMENT OF
TRANSPORTATION, INTERSTATE 70 MOUNTAIN CORRIDOR ENGINEERING SUPPORT,
DENVER, COLORADO**

Applied risk assessment and decision analysis methodology to 13 design options for the CDOT to provide probabilistic and deterministic decision support results. The analysis model took a range of aspects into consideration, including technical, commercial, political, economic, and environmental risks, opportunities, and uncertainty.

**Dates worked
on project:**
2012 - 2013

Project value:
\$9B

**RISK MANAGEMENT CONSULTANT, ASTAD PROJECT MANAGEMENT AND
QATAR FOUNDATION, EDUCATION CITY CONSTRUCTION MANAGEMENT AND
CONSTRUCTION SERVICES, DOHA, QATAR**

Conducted a risk assessment for a nursery project. Planned and facilitated interviews and a risk workshop to identify, qualify, and quantify risk items. Developed a detailed Monte Carlo statistical model for enhanced quantitative analysis. Delivered a risk assessment report, approved by ASTAD, that included an updated risk register and recommended treatment strategies.

**Dates worked
on project:**
2014 - Ongoing

Project value:
\$1.6B

**PRINCIPAL RISK MANAGER, MIAMI-DADE WATER & SEWER DEPARTMENT, CONSENT
DECREE PROGRAM AND CONSTRUCTION MANAGEMENT, MIAMI, FLORIDA**

Coordinated with the client, the program management office, and project managers to establish a risk management framework and governance and a corresponding risk management plan. Planned and facilitated a series of risk workshops to identify and assess risk items. Developed a comprehensive risk register and transitioned tasks to permanent staff.

**Dates worked
on project:**
2015 - 2016

Project value:
\$3.8m

**PRINCIPAL RISK MANAGER, SOUTH OIL COMPANY, COMMON SEAWATER SUPPLY
PROJECT SEAWATER TREATMENT FACILITY, BASRA, IRAQ**

Established a risk management governance, framework, and plan. Maintained a proactive risk register and conducted training across the project to enhance the risk management maturity level.

**Dates worked
on project:**
2006 - 2010

Project value:
\$250M

**PRINCIPAL PROGRAM AND RISK MANAGER, GROUND ELEMENT MEECN SYSTEM
(GEMS), CEDAR RAPIDS, IOWA**

Integral part of the leadership team that brought the GEMS program back on track after extreme customer dissatisfaction with very poor earned value performance. Lead the GEMS re-baseline effort, including full re-bid & proposal process, through to contract award. Result of successful re-baseline process increased NRE sales by \$120M+, improved the GEMS CPARs from RED to GREEN, and significantly improved customer confidence and trust in our ability to deliver. Responsible for earned value performance including mentoring Cost Account Managers (CAMS) and formal Format 5 reporting. Initiated and lead the effort to document and train the program on the GEMS unique Contract Data Requirements List (CDRL) submission

process, which substantially reduced review cycle time and significantly increased the probability of first time submission success. Responsible for total program risk management. Spearheaded the effort to revamp the program risk management process, which resulted in the quality engineering organization recommending the GEMS risk management process as an enterprise best practice.

**Dates worked
on project:**

2001 - 2006

Project value:

\$1.2B

**PROJECT CONTROLS TECHNICAL SPECIALIST, FAA TECHNICAL SERVICES &
SUPPORT CONTRACT III, WASHINGTON DC**

Worked as a project controls technical specialist to design and develop a specialized program controls system for the FAA TSSC III program.

GREGORY JONES

ASSOCIATE PRINCIPAL

Mr. Jones is an experienced project controls manager in the field of design & construction program management. He has the ability to envision the entire project and the technical skills to translate that vision into reality. Mr. Jones is skilled in infrastructure and building construction, managing projects and implementing project control solutions. He has worked on a variety of projects demonstrating his diversity and skills in delivering in challenging work environments. The projects include airports, highways, tunnels, rail, industrial and commercial. Mr. Jones is experienced with program and project delivery, taking the client's vision and using management and leadership skills to bring that to fruition.



28 years of
experience



EDUCATION

B.S., Building
Construction,
University of Florida

Project
Management
Institute, PMI PMP

RELEVANT EXPERIENCE

**Dates worked
on project:**
2019 - Present

PASLAY MANAGEMENT GROUP, OMAHA, NEBRASKA

**Dates worked
on project:**
2017 - 2019

HILL INTERNATIONAL, SAN FRANCISCO INTERNATIONAL AIRPORT

At the request of the client, Mr. Jones switched companies when Hill international replaced the previous Program Controls team. He joined Hill so that he could continue to provide Program Management Support Services, focusing on process development and Program control system implementation. Mr. Jones is responsible for the definition of the Program controls process and then translating that into system requirements and development. This includes acting as the Unifier Administrator and integrating P6 schedules, as well as producing Program level reporting. Mr. Jones is instrumental in ensuring the system meets the client's needs and provides what the end users need to effectively accomplish.

**Dates worked
on project:**
2067 - 2017

FAITH GROUP, SAN FRANCISCO INTERNATIONAL AIRPORT

Mr. Jones assisted in the development of the Program Management Support Services request for Proposal, focusing on the Program Controls related elements of the proposal. Greg worked directly with the SFO Planning, Design and Construction management staff to determine

the Capital Improvement Program (CIP) management needs, including establishing a comprehensive Work Breakdown Structure (WBS) and rollup reporting requirements. Mr. Jones worked on building and implementing the Program Controls System, including integrating P6 with Unifier and establishing Program level processes and training tools to increase user adoption.

**Dates worked
on project:**
2012 – 2016

PARSONS BRINCKEROFF, MID-COAST CORRIDOR TRANSIT PROJECT, SAN DIEGO

Mr. Jones assisted in the management of the Environmental, Preliminary and Final Design services for the \$2.1 billion commuter rail system connecting downtown San Diego and the University Transit Center. This infrastructure project is an 11-mile extension of an existing commuter rail system that includes over 4 miles of aerial structure. The work included geotechnical, civil, structural, rail, station architecture, communications, overhead catenary, train control and traction power systems. Mr. Jones worked closely with the Program Manager to negotiate contracts, task orders, amendments, as well as negotiate and oversee over 20 subcontracts. The work included client negotiations and reporting, schedule baseline development, cost management and performance measurement. Greg produced the monthly progress reports and provided monthly presentations of progress to the client.

**Dates worked
on project:**
2011 – 2012

BECHTEL, CAVAL RIDGE MINE CONSTRUCTION PROGRAM, QLD, AUSTRALIA

Mr. Jones assisted the Program Manager on the \$4.2 billion development of the Caval Ridge greenfield mine site. The program consisted of the environmental clearance, design and construction of multiple petrochemical mine related projects in a rural part of Queensland Australia. Coordination of an international workforce, including temporary housing and employee transportation was required. Contracts procurement and management was also required for civil, structural, mechanical, systems and earth moving equipment. Greg worked closely with the Program Manager to negotiate contracts, task orders, amendments, as well as negotiate and oversee over 30 contracts. The work included client and contractor negotiations, schedule baseline development, cost management and performance measurement. Mr. Jones also produced the monthly progress reports and provided monthly presentations of progress to the client.

**Dates worked
on project:**
2001 – 2011

PARSONS BRINCKEROFF, CALIFORNIA HIGH SPEED RAIL PROGRAM, SACRAMENTO, CA

Mr. Jones provided management support in the \$64 billion high-speed rail system connecting San Francisco to San Diego and Sacramento. The work consisted of program management services acting as part of an integrated team with the High-Speed Rail Authority. The program was responsible for the entire project lifecycle from project definition through to commissioning. The high-speed rail system is an 800-mile infrastructure program consisting of geotechnical, civil, structural, rail, station architecture, communications, overhead catenary, train control and traction power systems, as well as right-of-way acquisitions and utility relocations. Responsible for coordinating all of the program level data into useful management information. This required consultant, contractor, third party, resource agency and client coordination and configuration management. Greg was responsible for the WBS development used throughout the entire program, along with aligning scope, schedule, cost and change control systems used by all Program participants.



ERIC TOMPKINS

VICE PRESIDENT

Mr. Tompkins joined FRASCA as a Vice President in 2018 after serving as a Senior Consultant for two years at LeighFisher.

His experience spans a wide variety of assignments such as P3 analysis, financial modeling, rates and charges analysis, financial benchmarking, and rating agency

presentations. Mr. Tompkins' work at FRASCA has focused on conducting financial analysis and forecasting for a P3 parking and hotel transaction at the Phoenix Sky Harbor International Airport and a hotel transaction at the Nashville International Airport. While at LeighFisher, Mr. Tompkins' work covered both US and international airports including Los Angeles, San Francisco, Miami, Austin, Sacramento, the José Joaquín de Olmedo International Airport in Guayaquil, Ecuador and the proposed New Guayaquil International Airport.

His P3 experience at LeighFisher centered around the future development of the New Guayaquil International Airport. Mr. Tompkins also served as a lead team member for multiple U.S. terminal privatization efforts. In addition to P3 transactions, Mr. Tompkins' expertise in financial modeling has also been employed in the evaluation of a proposed airport real estate transaction at a medium hub airport.



3+ years of
experience



EDUCATION

Bachelor's
degree in Political
Economy,
University of
California, Berkeley



FRASCA & ASSOCIATES, LLC



YULIN CHEN ASSOCIATE

Ms. Chen joined the firm in 2017 after graduating from New York University with Master of Public Administration. She provides quantitative analytics, model work and transaction support to the firm. Ms. Chen has participated in P3 advisory work to JFK South Redevelopment, JFK North Redevelopment and BNA hotel project.



2+ years of
experience



EDUCATION

Bachelor of
Economics,
Shanghai University
of Finance and
Economics

M.P.A., in Public
Finance, New York
University



QUALIFICATIONS

MSRB Municipal
Advisor Series 50
Representative

**BRANDON J. DAVIS**
PARTNER

Brandon Davis guides public agency clients through all elements of the procurement, contract drafting and project implementation processes for large design-build and public-private partnership (P3) projects in the United States. His experience includes representing clients on a range of transportation sector projects, including airports, highways, bridges, tunnels, rail / transit and buildings. Mr. Davis offers clients a unique perspective on successfully applying innovative delivery methods because he has helped create design-build and P3 programs in various states, including drafting enabling legislation in Illinois, Arizona, California, Florida, Nevada and Utah. His experience includes working with the State of Florida on its procurement of the first two availability payment P3 projects in the United States - the PortMiami and I-595 Corridor Roadway Improvement projects.

Among the awards he has received, Law360 has twice named Mr. Davis a "Rising Star" in the area of Project Finance, making him one of only five attorneys nationally to receive this honor each year.

RELEVANT EXPERIENCE**ILLINOIS DEPARTMENT OF TRANSPORTATION - INNOVATIVE CONTRACTING PROGRAMS**

Key member of the legal team helping the Department develop an innovative contracting program, with a focus on the use of the design-build, construction manager/general contractor and P3 delivery methods. Mr. Davis's services have included helping draft enabling legislation, development of training manuals and assisting the agency in selecting potential projects for innovative delivery, including meeting with industry representatives regarding proposed projects.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - AUTOMATED PEOPLE MOVER (APM)

Key member of the legal team advising on the Automated People Mover (APM) train system at the Los Angeles International Airport (LAX). Achieving financial close in June 2018, the \$4.9 billion project will include six stations and up to nine electric powered trains, each with four cars, in simultaneous operation. The APM trains will travel on an elevated 2.25-mile long guideway, easing access into and out of the second largest airport in the United States (LAX) and connecting travelers to a light rail line, intermodal transportation facilities and a consolidated rental car center. The developer will design, build and partially finance the APM system, and then operate and maintain the APM system over a 25-year period.

**14+** years of experience**EDUCATION**

J.D., University of California, Los Angeles School of Law

B.A., University of California, Davis

**LANGUAGES**

Spanish

ADMISSION

California

AWARDS AND HONORS

Outstanding Young Lawyer, J. Reuben Clark Law Society, Los Angeles Chapter, 2017

Selected to the Rising Stars List for 2009-2017

"Rising Star" for Project Finance, Law360, 2014 and 2016

"40 under 40," Daily Journal, 2016

LAWA's APM is the first such system procured through an availability payment P3. Mr. Davis's services included advising LAWA prior to the procurement on the extent of its innovative project delivery authority and on its process for selecting the ideal project delivery method for this and other related projects in its \$10B Landside Access Modernization Program.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - CONSOLIDATED RENT-A-CAR FACILITY (CONRAC)

Key member of the legal team advising on the world's largest consolidated rent-a-car facility (ConRAC) at the Los Angeles International Airport (LAX). The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately the ConRAC will be connected to the Automated People Mover (APM) train system at LAX, which will provide travelers with quick access to the terminals. The \$2 billion project was procured through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018. Mr. Davis was day-to-day lead on the project through the procurement process, and his services included drafting and negotiating the availability payment P3 contract.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY - HIGH-SPEED RAIL PROJECT

Key member of the legal team advising on key elements of the first phase of a planned 800-mile, \$68 billion high-speed train system connecting the state's major urban centers. Mr. Davis's services include advising on the procurement of trainsets, procurement planning and use of innovative contracting methods.

PORT OF LONG BEACH - GERALD DESMOND BRIDGE

Key member of the legal team that advised on procurement of a design-build contract for a new 1.5-mile bridge to serve one of the world's largest and busiest container ports. The project is the first cable-stayed bridge for vehicles built in California. The structure, which will feature six traffic lanes and separate bicycle paths and pedestrian walkways, is one of 10 projects authorized under California's P3 Design-Build Demonstration Program. In 2012, the Port entered into a \$649.5 million design-build agreement with a Shimmick/FCC/Impregilo joint venture – the single largest contract ever awarded by the Port. Mr. Davis advised on procurement and contract documents and negotiations and is now helping to implement the agreement during construction.

FLORIDA DEPARTMENT OF TRANSPORTATION - I-595 CORRIDOR IMPROVEMENTS

Key member of the legal team that advised on the procurement and implementation of this \$1.8 billion P3 aimed at alleviating congestion on I-595 in Fort Lauderdale. Redevelopment involved resurfacing 10.5 miles of mainline, building additional lanes and adding three reversible lanes in the median. The developer for the 35-year DBFOM concession reached financial close in March 2009, making it the first in the U.S. transportation sector to use an availability payment compensation scheme. Construction finished on schedule in spring 2014. In 2009, the ARTBA named the I-595 upgrade "Project of the Year," and Project Finance magazine honored it as "North American Transport Deal of the Year."

FLORIDA DEPARTMENT OF TRANSPORTATION - PORTMIAMI

Key member of the legal team that advised on the procurement and implementation of this P3. The \$800 million project, which opened in August 2014, included construction of twin 42-foot tunnels under Biscayne Bay, linking Port facilities on Dodge Island with MacArthur Causeway and I-395. The 35-year concession marked only the second availability payment contract in the U.S. The project captured numerous honors, including ARTBA's 2007 "Project of the Year," Project Finance magazine's "Global Deal of the Year" and "P3

Deal of the Year” in 2009; and The Bond Buyer’s “Nontraditional Financing Deal of the Year” in 2010. In 2015, it won the National Council for Public-Private Partnership’s “Infrastructure Project Award,” and in 2016 it earned a P3 Bulletin “Gold Award” for Best Operational Project.

ARIZONA DEPARTMENT OF TRANSPORTATION - FLAGSTAFF FACILITIES

Co-leader of the legal team advising on a project to replace the transportation agency’s Flagstaff DMV and maintenance facilities. In a unique partnership with the City, ADOT solicited P3 proposals to relocate and consolidate its offices into newly built or existing facilities. This move will reduce agency costs while vacating land for commercial development. In exchange, the private partner would secure ownership of the agency’s existing site plus an adjacent parcel owned by the City for a total of 18 acres. The deal will provide ADOT new facilities with no out-of-pocket costs. The agency has entered into a pre-development agreement with a developer it selected in 2013. Mr. Davis led the team’s efforts to develop procurement and contracting documents for this innovative project – the Department’s first project under its P3 statute.

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) - PUBLIC-PRIVATE PARTNERSHIPS PROGRAM

Member of the legal team that represented Caltrans on its statewide innovative contracting program, including its procurement of the Presidio Parkway Project. Mr. Davis assisted the agency with policy issues, development of procedures and methodologies for implementation of the contracting program and analysis of legislative matters.

**PATRICK D. HARDER**
PARTNER

Patrick D. Harder, chair of Nossaman's Infrastructure Practice Group, is widely known for leadership in the field of public-private partnerships (P3s) and other innovative project delivery methods, including design-build and construction manager/general contractor. Mr. Harder's

work for the Florida Department of Transportation helped create a model for the use of availability payment P3 structures that laid the groundwork for such transactions across the United States. He is Chambers-rated nationally and globally in the field of P3s, AV Preeminent® Peer Review Rated by Martindale-Hubbell and is a member of the advisory board of the Cornell Program in Infrastructure Policy.

Mr. Harder's deep private sector background broadens his perspective in assisting public clients. Before joining Nossaman in 2004, he served as general counsel and executive manager for two of the world's largest construction and engineering firms, both based in Japan.

RELEVANT EXPERIENCE

ILLINOIS DEPARTMENT OF TRANSPORTATION - INNOVATIVE PROJECT DELIVERY PROGRAMS

Key member of the legal team helping the Department develop an innovative project delivery program, with a focus on the use of the design-build, construction manager/general contractor and P3 delivery methods. Mr. Davis's services have included helping draft enabling legislation, meeting with industry representatives to address concerns regarding innovative project delivery, development of training manuals and assisting the agency in selecting potential projects for innovative delivery, including meeting with potential proposer teams regarding proposed projects.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - AUTOMATED PEOPLE MOVER (APM)

Leader of the legal team advising on the APM train system at the Los Angeles International Airport (LAX). Achieving financial close in June 2018, the \$4.9 billion project will include six stations and up to nine electric powered trains, each with four cars, in simultaneous operation. The APM trains will travel on an elevated 2.25-mile long guideway, easing access into and out of the second largest airport in the United States (LAX) and connecting travelers to a light rail line, intermodal transportation facilities and a consolidated rental car center. The developer will



25+ years of experience

**EDUCATION**

J.D., University of California, Los Angeles School of Law

B.A., Loyola Marymount University

**ADMISSIONS**

California and Florida

AFFILIATIONS

Cornell Program in Infrastructure Policy: Advisory Board

California Transportation Foundation, Advisory Board

International Bridge, Tunnel and Turnpike Association

Design-Build Institute of America

American Bar Association, Forum on the Construction Industry

AWARDS & HONORS

Architect, Colorado

National Council of Architectural Registration Boards (NCARB)

design, build and partially finance the APM system, and then operate and maintain the APM system over a 25-year period. LAWA's APM is the first such system procured through an availability payment P3. Mr. Harder's services include drafting contract and procurement documents, facilitating evaluations and managing commercial and financial close.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - CONSOLIDATED RENT-A-CAR FACILITY (CONRAC)

Leader of the legal team advising on the nation's largest ConRAC at LAX. The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately the ConRAC will be connected to the Automated People Mover (APM) train system at LAX, which will provide travelers with quick access to the terminals. The \$2 billion project was procured through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018. Mr. Harder's services included assisting in contract negotiations and advising the City on commercial terms.

DENVER INTERNATIONAL AIRPORT - TERMINAL IMPROVEMENTS

Key member of the legal team advising the City and County of Denver on the Great Hall Project, which involves a complex, multi-faceted upgrade of Denver International Airport's signature main terminal and the development and management of a new concessions program within the terminal. The \$1.8 billion P3 project will relocate the main security checkpoints to modernize screening for the post-9/11 era. The agreement involves a hybrid structure, combining an availability payment model with shared revenue risk on the concessions program. Construction began in July 2018. Following closing, we are advising the City on legal issues arising from the implementation of the project. Mr. Harder's services include drafting and negotiating the development agreement.

FLORIDA DEPARTMENT OF TRANSPORTATION - I-4 ULTIMATE

Leader of the legal team that advised on development of contract and procurement documents for this innovative highway improvement. The \$2.3 billion project, which will rebuild and widen 21 miles across Orange and Seminole counties, is the largest availability payment transaction ever undertaken in the U.S. The project involves the rebuilding of 15 major interchanges, addition of 56 new bridges, replacement of 71 bridges, and construction of four new tolled express lanes. Financing included a \$949 million TIFIA loan – the largest sum ever secured through the federal lending program. I-4 earned several awards in 2014, including Project Finance International's "Americas Transportation Deal of the Year," IJ Global's "North American Transport Deal of the Year," and Trade Finance magazine's "Deal of the Year."

CHESAPEAKE BAY BRIDGE AND TUNNEL DISTRICT - PARALLEL THIMBLE SHOAL TUNNEL

Co-leader of the legal team advising on the procurement and implementation of a design-build contract for a new \$756 million tunnel beneath the Thimble Shoal Channel in Virginia's lower Chesapeake Bay. The second two-lane tunnel will expand capacity and improve safety for travelers utilizing the Chesapeake Bay Bridge-Tunnel. Construction is expected to begin in October 2017.

PORT OF LONG BEACH – GERALD DESMOND BRIDGE

Leader of the legal team advising on a new 1.5-mile bridge to serve one of the world's largest and busiest container ports. The project is the first cable-stayed bridge for vehicles ever built in California. The structure, which will feature six traffic lanes and separate bicycle paths and pedestrian walkways, is one of 10 projects authorized under California's P3 Design-Build Demonstration Program.

UNIVERSITY OF CALIFORNIA BOARD OF REGENTS – UC MERCED 2020 CAMPUS EXPANSION PROJECT

Leader of the legal team advising on this high profile project to accommodate growth of the university system's newest campus from the current 6,700 students to 10,000 students by 2020. The \$1.3 billion project, procured as an availability payment-based P3, will add approximately 790,000 assignable square feet of new facilities, including student housing, administrative and research space, classrooms and recreational centers and associated infrastructure. This is the first university campus expansion in the United States to be undertaken using the P3 availability payment model.

**JAYOUNG JEON**
ASSOCIATE

Jayoung Jeon is an associate in the firm's Infrastructure Practice Group and a resident in the Los Angeles office. Prior to joining Nossaman, Ms. Jeon completed her judicial fellowship with the honorable Edward M. Chen in the U.S. District Court for the Northern District of California. During law school, Ms. Jeon served as the Editor-in-Chief of the Yale Journal of International Law and the president of the Yale Society of International Law.

**2+** years of experience**EDUCATION**
J.D., Yale Law School

B.A., Duke University

**ADMISSIONS**
California**LANGUAGES**
Korean**RELEVANT EXPERIENCE****CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - AUTOMATED PEOPLE MOVER (APM)**

Key member of the legal team advising on the Automated People Mover (APM) train system at the Los Angeles International Airport (LAX). The project reached commercial close on April 11, 2018 upon Los Angeles City Council's unanimous approval of a \$4.9 billion agreement with a developer comprised of ACS Infrastructure Development, Balfour Beatty, Bombardier Transportation, Fluor and HOCHTIEF PPP Solutions. The APM system will include six stations and up to 9 electric powered trains, each with four cars, in simultaneous operation. The APM trains will travel on an elevated 2.25-mile long guideway, easing access into and out of the second largest airport in the United States (LAX) and connecting travelers to LA Metro's Crenshaw Light Rail Line, intermodal transportation facilities and a consolidated rental car center. The developer will design, build and partially finance the APM system, and then operate and maintain the APM system over a 25 year period. LAWA's APM is the first APM system to be procured through an availability payment P3 delivery model. The project reached financial close on June 8, 2018. Ms. Jeon's services include implementation and administration of the procurement process, including proposal evaluation and selection of the developer, and drafting of procurement, contract and ancillary documents.

CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS - CONSOLIDATED RENT-A-CAR FACILITY (CONRAC).

Key member of the legal team advising on the nation's largest consolidated rent-a-car facility (ConRAC) at the Los Angeles International Airport (LAX). The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately the ConRAC will be connected to the Automated People Mover (APM) train system at LAX, which will provide travelers with quick access to the terminals. The estimated \$1.3 billion (design and construction) is being procured through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018. Ms. Jeon's services include implementation and administration of the procurement process, including addressing clarification requests and reviewing contract documents.

AWARDS & HONORS

Honorable Mention for Respondent's Brief, Willem C. Vis International Commercial Arbitration Moot

**JOSH BURKE**
ASSOCIATE

Josh Burke focuses his practice on infrastructure, procurement, finance, construction and real estate transactions law. He has represented clients in a wide variety of transactional matters and has drafted multiple agreements related to the development of various commercial and municipal projects. Mr. Burke plays key roles in the development of procurement and contract documents and regularly performs research on various legal matters.

During law school, Mr. Burke served as a judicial intern for the Honorable Debra H. Lehrmann of the Supreme Court of Texas and represented children in the Texas foster care system as a student attorney for the Children's Rights Clinic. Prior to practicing law he taught history and coached at Crockett High School in Austin, Texas.

**2+** years of experience**EDUCATION**

J.D., The University of Texas School of Law

B.A., The University of Texas at Austin

**ADMISSIONS**

Texas

AFFILIATIONS

American Bar Association

Austin Bar Association



DOUGLAS A. PONECK
MANAGING PARTNER

Douglas A. Poneck, a founder and shareholder, serves as general counsel for the Firm's governmental entity clients. Mr. Poneck's practice focuses primarily on employment, local government, and general civil practice providing guidance to clients in the areas of administration, employment, education, housing, and other related matters.

Mr. Poneck has represented clients in state courts, appellate courts, and before the Texas Education Agency, the Equal Employment Opportunity Commission, and the Office of Civil Rights. He maintains his practice while overseeing the daily operations of the Firm as Managing Shareholder.



28 years of
experience



EDUCATION

J.D., University
of Michigan Law
School

B.A., Harvard
University



**PROFESSIONAL
ASSOCIATIONS**

National School
Boards Association,
Council of School
Attorneys, Member

National
Association of Bond
Lawyers, Member

Texas Association
of School Boards,
Council of School
Attorneys, Member

Hispanic National
Bar Association,
Member

San Antonio
Bar Association,
Member

VIA Metropolitan
Transit, Past Vice
Chair

Big Brothers/Big
Sisters, Past Chair

Texas Bar
Foundation, Fellow

Forty Under Forty
for San Antonio,
Member



BOB J. RAMIREZ
ATTORNEY

Bob Ramirez devotes his practice to transactions, real estate, construction and public entity governance. He has represented, as general counsel, school districts and other public entities in matters of management and governance, including, personnel, real estate, construction, procurement, student instruction and discipline, religion, Title IX, and open government laws.

Mr. Ramirez focuses his real estate and construction practice to transacting the purchase, sale, exchange and lease of property, and the procurement of project managers, design professionals and contractors



28 years of
experience



EDUCATION

J.D., The University
of Texas School of
Law

B.S., Texas A&M
University



**PROFESSIONAL
ASSOCIATIONS**

San Antonio Bar
Association

National School
Board Association,
Council of School
Attorneys

Texas Association
of School Boards,
Council of School
Attorneys

Attachment C

PMG Firm Experience



Los Angeles International // \$7.5B, 2009 – 2023

Program Elements

- Tom Bradley International Terminal renovation
- New International Midfield Satellite Concourse development
- P3 consulting for landside people mover and rental car facilities, including development of the delivery method strategy and procurement

PMG Key Staff Provided for the Duration of the Program

- Executive Advisor (Clay Paslay, Mark Skjervem Jaqueline Yaft)
- PMG manages, directs and organizes the program management augmentation staffing procured by the airport and contracted with the airport

Relevance to ABIA

- Executive advisor
- Complex development phasing
- Substantial work with the airlines
- Use of multiple delivery methods including P3, design/build, GC/CM (CM@R), and design-bid-build
- PMG, Frasca (Belinsky), and Nossaman (Davis) worked together on the delivery method and P3 evaluations for the APM and CONRAC facility development

Contact

Gina Marie Lindsey, Former Executive Director

ginamer04@yahoo.com

707-495-8015

Los Angeles International



Dallas Fort Worth (DFW) // \$3.2B, 2011 – 2018

Program Elements

- Full renovation of terminals A,B E

PMG Key Staff Provided for the Duration of the Program

- Executive Program Director/Advisor (Clay Paslay), Managing Program Executive, Terminal E Program Executive, Program Controls Manager
- PMG managed, directed and organized the program management augmentation staffing procured by the airport and contracted with the airport

Relevance to ABIA

- Substantial airport staff/consultant integration
- Development occurring within operating terminals
- Significant work with airlines
- Use of multiple delivery methods including design/build and GC/CM

Contact

Jeff Fegan, Former Chief Executive Officer

jfegan2975@gmail.com

972-478-7000

Dallas Fort Worth (DFW)



Tampa International Airport // \$2B, 2011 - 2022

Program Elements

- Phase 1 Components: Terminal renovation and expansion, new concourses, new rental car facility and new landside people mover

PMG Key Staff Provided for the Duration of the Program

- Executive Advisor (Clay Paslay) to the Director
- PMG does not direct the work of any augmentation program management staff

Relevance to ABIA

- PMG helps lead TPA through strategic development decisions impacting overall program organization, management, and execution including the selection of an adapted form of design/build as the program delivery strategy.

Contact

Joe Lopano, Chief Executive Officer

jlopano@tampaairport.com

813-870-8701

Tampa International Airport



Nashville International Airport // \$1B, 2016 - 2021

Program Elements

- Renovated and expanded terminal processor, concourse development, international arrivals facility
- New Parking Development and ground transportation improvements
- Hotel P3 Evaluation, procurement and management

PMG Key Staff Provided for the Duration of the Program

- Executive Advisor (Clay Paslay), Deputy Program Director (Rick Jones)
- PMG manages, directs, and organizes the program management augmentation staffing procured by the airport and contracted with the airport

Relevance to ABIA

- Strategic development support for program organization, management and execution
- Similar facility development
- Progressive design/build delivery methodology
- Integrated EPM team with owner's executive team

Contact

Doug Kreulen, Chief Executive Officer

doug_kreulen@nashintl.com

615-275-1825

Nashville International Airport



Sacramento International Airport // \$1B, 2008 - 2011

Program Elements

- New terminal processor, new satellite concourse,
- New airside people mover
- Airfield improvements

PMG Key Staff Provided for the Duration of the Program

- Executive Advisor (Clay Paslay)
- PMG managed, directed, and organized the program management augmentation staffing procured by the airport and contracted with the airport

Relevance to ABIA

- The SMF approach created a highly integrated team of staff and consultants all led by a PMG leader.
- Similar projects to ABIA

Contact

Leonard Takayama, Former SMF Deputy Director

leonardtak@comcast.net

916-806-5440

Sacramento International Airport



Kansas City International Airport (MCI) // \$1.5B

Program Elements

- New 39 gate terminal facility, mid-field concourse, passenger connector bridge between the terminal processor and airside concourse, new FIS/CBP facilities, new central utility plant, upgraded utility services
- New airfield improvements, new deicing facilities
- New terminal roadway network, modified approach road infrastructure, and new 6,000 car parking facility

PMG Key Staff Provided for the Duration of the Program

- Clay Paslay, Paul Blue, and Robert Seewald
- PMG manages, directs, and organizes the program management augmentation staffing

Relevance to ABIA

- The MCI approach created a highly integrated team of staff and consultants all led by a PMG leader.
- Integrated EPM team with owner's executive team
- Similar projects to ABIA

Contact

Jade Liska, Deputy Director Planning and Development

jade.liska@kcmo.org

816-589-3662

Kansas City International Airport



Seattle-Tacoma International Airport (SEA) // \$7B

Program Elements

- New 19 gate terminal facility
- Replacement of existing mid-field satellite concourses
- Renewal and replacement of existing facilities elements

PMG Key Staff Provided for the Duration of the Program

- Clay Paslay, Mark Skjervem, Paul Blue, and Hans Hoppe
- PMG does not manage the program management augmentation staffing

Relevance to ABIA

- Similar projects to ABIA

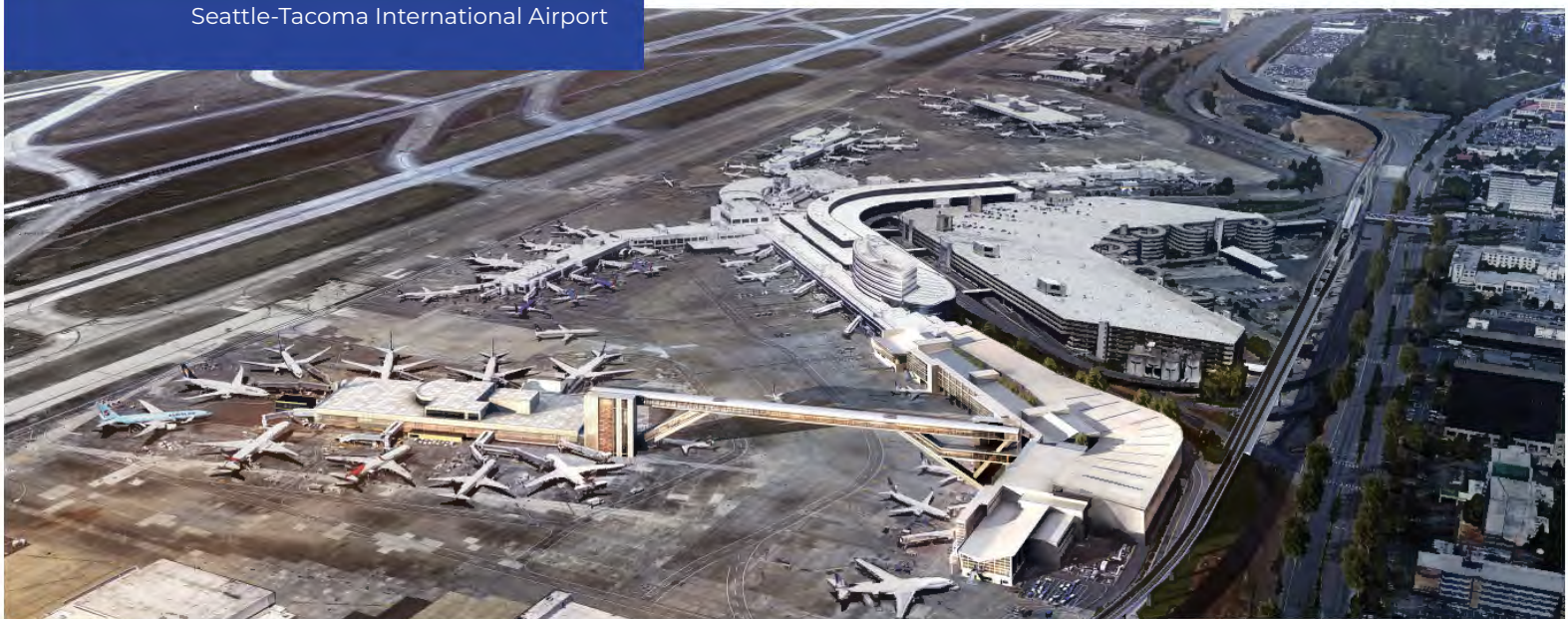
Contact

Jeffrey Brown, Director of Aviation Facilities and Capital Development

j.brown@portseattle.org

206-787-4655

Seattle-Tacoma International Airport



JetBlue International Terminal - JFK T6-7 // \$3.0B

Program Elements

- New 12 gate wide-body terminal facility
- 1.2 M square foot facility
- New three level landside roadway system with new ground transportation centers
- Airfield Improvements

PMG Key Staff Provided for the Duration of the Program

- Program Leader, Design Manager, Controls Manager, Implementation Manager, Contracts Manager
- PMG will manage the program management augmentation staffing

Relevance to ABIA

- Highly complex development with very tight schedule requirements.
- Similar projects to ABIA

Contact

Steve Martin, Chief Commercial Officer
SMartin@vantageairportgroup.com
604-269-3818

JetBlue International Airport



Attachment D

FRASCA Firm Experience





The table below provides a brief description of the sample of services provided to our P3 clients and our capability and experience in working through the procurement and negotiation process, and to complete commercial and financial close.

SAMPLE OF FRASCA'S P3 SERVICES

Client	Type	RFP/RFQ Development	Project Evaluation	VFM	Financial Risk Modeling	Lease Contract Negotiation	Financing & Credit Strategies
Westchester County Airport P3 (Ongoing)	DBFOM	X	X	X	X	X	X
BWI Hotel (Ongoing)	DBFOM	X	X		X	X	X
LAX – APM (2018)	DBOM	X	X	X	X	X	X
LAX – CONRAC (2018)	DBOM	X	X	X	X	X	X
SAN – Airport Development Program (2018)	DB	X	X	X	X	X	X
LaGuardia Airport Terminal C and D (2018)	DBFOM	X	X	X	X	X	X
JFK Terminal 5 (2018)	DBFOM		X		X	X	X
LaGuardia Terminal B Financial Close: Q1 2016	DBFOM	X	X	X	X	X	X
KCI - New Airport Terminal (2015)	DBFOM		X	X			X
Suffolk County, NY – FBO (2015)	DBFOM	X	X		X	X	
JFK Terminal 4 Phase 1: 1997 Phase 2: 2010 Phase 3: 2012	DBFOM	X	X	X	X	X	X
San Diego CRW (2012)	DBOM	X	X	X	X	X	X
Stewart Airport Privatization (2000)	DBFOM	X	X	X	X	X	X

FRASCA'S P3 Experience

EXAMPLE #1

LaGuardia Central Terminal Building

FRASCA had advised the Port Authority on a multidisciplinary study of a replacement terminal for the existing Central Terminal Building at LGA Airport which serves about half of the airport's 26 million passengers for several years. Our analyses persuaded the Port Authority management to consider a Public Private Partnership rather than the traditional Design Bid Build delivery method. The complexity of the project, which entails the demolition of the existing circa 1964

terminal in phases and the construction of a new terminal on or adjacent to site of the existing building – all while passenger operations continue – required resources that the agency could not adequately provide. Furthermore, the integration of redesigned roadways and new adjacent support facilities (including utilities and garages) with the new terminal would be stymied if multiple contractors under disparate contracts had to work on the small constrained site. FRASCA believed that a unified team of designer, contractor, operator and equity provided the best approach to this complex endeavor.

PROJECT DASHBOARD	
Project Description, Scope and Budget: The selected Project Company took over operations of the existing 750,000 square foot terminal, negotiated new lease agreements with eight tenant airlines, and is in the process of constructing and will operate a new 1 million square foot new terminal in stages, migrating airlines, concessionaires and passengers from the old terminal as it is demolished to the new terminal as it is constructed. The \$3.6 billion project also includes garages, roads and utility infrastructure.	Project Owner: The Port Authority of NY & NJ Four World Trade Center, 18th Floor New York, NY 10006 Patty Clark Senior Advisor for Aviation Policy Telephone: 212 435-3731 E-Mail: pclark@panynj.gov
Proposed vs. Actual Schedule: The Port Authority's traditional Design-Bid-Build approach was estimated to require at least 84 months to implement the proposed P3 alternative is expected to be delivered in 60-66 months.	Proposed vs. Actual Budget: The P3 budget is \$3.4 billion, significantly less than the Port Authority's budget of \$4.0 billion.
Coordination between Multiple Consulting Firms: FRASCA served as sole financial advisor and coordinated with Orrick, Herrington & Sutcliffe (legal advisor), URS/AECOM (technical advisor) and the Port Authority. We coordinated documents via LiveLink and scheduled regular coordination meetings among the advisors and client.	Relevant Experience with Other Interfacing Projects and Associated Scheduling Considerations: The project entailed the demolition of the existing terminal in phases and the construction of a new terminal on the site of the existing building – all while passenger operations continue. Furthermore, the integration of redesigned roadways and new adjacent support facilities (including utilities and garages) with the new terminal would be stymied if multiple contractors under disparate contracts had to work on the small constrained site.



In July 2012, FRASCA completed a Value for Money analysis which examined three potential delivery methods: Design / Bid / Build, Design / Build / Operate / Manage and Design / Build / Finance / Operate / Maintain, and in tandem with a costing exercise by the Authority's engineering consultant, URS, determined that a DBFOM approach provided the greatest value for money to the Authority. In a P3, it is critical first for the governmental owner to clearly understand its goals. We synthesized the Port Authority's goals as the following:

- Obtain the best value for money with the greatest certainty of Project cost and schedule;
- Arrive at an optimal allocation of risks and benefits between the Authority and the Project Company;
- Provide space and facilities in the New CTB at a fair and reasonable cost to the airlines;
- Create an enduring design that:
 - Is innovative and efficient
 - Can be easily modified as needs and standards change
 - Will meet current and projected air traffic demand with an appropriate level of service;
 - Will enhance the flexibility and efficiency of aircraft operations; and
- Obtain world class operations expertise that will enable the New CTB to rank at the top of passenger satisfaction surveys.

The selected Project Company took over operations of the existing 750,000 square foot terminal, negotiated new lease agreements with eight tenant airlines, is constructing and will operate a new 1 million square foot new terminal in stages, migrating airlines, concessionaires and passengers from the old terminal as it is demolished to the new terminal as it is constructed. The Port Authority had completed Stage 1 designs, for the new terminal, which it made available to the proposers, but gave

them wide latitude to redesign the terminal in accordance with Requirements and Provisions for Work that specified the ultimate build-out and aircraft type.

The Port Authority was willing to provide some of the funding itself in the form of cash and Passenger Facility Charge (PFC) proceeds and expected the Project Company to provide a meaningful amount of equity, \$200 million. As Financial Advisor, we carefully calibrated the amount of the equity contributed to balance its negatives (higher desired returns) with its positives (careful attention by the lender to construction costs and schedule). Rather than structuring a large upfront payment (like the unsuccessful Midway solicitations and the San Juan pilot program lease) or an availability payment structure favored by the large accounting firm advisors, FRASCA recommended a structure similar to the successful T4 development where the Authority and Project Company share the risks and economic benefits of the development over time. In this fashion, interests between governmental owner and private operator/developer are best aligned and pointed towards optimizing performance and maximizing efficiency.

It was expected that the majority of the project would be financed with project debt secured only by net revenues of the terminal operations. The Port Authority would retain parking revenues from the new garages. PFCs

The process began in October 2011 with a publication of a Request for Information. Approximately a dozen companies or associations of companies responded and an RFQ was developed and issued in October 2012. Five teams submitted including: LGA Central Consortium consisting of Goldman Sachs as equity, Aéroports de Paris ("ADP") and Tepe Afken TAV Airports

("TAV") as equities and operators, and Tutor Perini as contractor; Aerostar, consisting of Highstar Capital as equity, Aeropuertos Del Sureste ("ASUR") as operator and Hunt Construction as contractor; LGA Alliance with Macquarie, LCOR as equities and Lend Lease and as equity and contractor; Gateway Partners with Meridiam as equity, Vantage as equity and operator and Skanska as equity and contractor; and Aviation Partners with Houston Airport System and ADC as equities and operators, Kiewit and Walsh Construction as equities and contractors and Star Capital and Fengate as equities. The first four teams were shortlisted in June 2013 and were provided with the RFP in August 2013.

From a strategic standpoint, the Port Authority decided to negotiate the terms of a Lease (aka the Project Agreement) with the proposers during the RFP process as it believed the greatest leverage would be had prior to the selection of a winning proposer. Since the Port Authority was not ceding control of airfield operations and the collection of landing fees to the Project Company and remained responsible to the FAA in virtually all matters, the interactions between parties was more complex than it would have been had the entire airport had been turned over to private operation.

The procurement was structured around the submission of questions (Requests for Information – "RFI's" including Confidential RFI's) of which the Port Authority received and responded to over 2,200; Collaborative Dialogue Meetings (more than 80) organized around Technical, Operational, Finance and Legal subject matters and a secure portal where over 2,000 documents and studies were posted including AutoCAD software for the Port Authority's Stage 1 design and operations manuals.

Three proposals were submitted in May 2014. Once the three financial proposals were received, we analyzed financial models submitted by three proposer teams over a scheduled 5 week period.

During the performance of the financial analysis, we generated requests for clarifications and had multiply conversations (monitored by procurement) with the bidders to a better understanding of their underlining assumptions and to gain a better understanding of their financial submission. We also supported other evaluation teams (O&M, Management and Technical) with respect to financial risks of the project. We worked closely with the technical team in stress testing their financial models with respect cost overruns and potential schedule delays.

We produced a Financial Merit Evaluation Report, a comprehensive Net Present Value report, and PowerPoint presentations for the evaluation committee, executive staff, CART (Chief Advisory Review Team) and Board Commissioners with effective graphics that distilled the financial complexities to easily understood concepts.

After the completion of a strategic airport master plan requested by Governor Cuomo, the Port selected the Meridiam/Skanska/Vantage team in May 2015. FRASCA advised the Port in final negotiations of project documents; assisting in the credit rating process; and advising in the review of financing terms. Commercial close occurred in April 2016 and financial close was in June 2016, including the issuance of \$2.4 billion of AMT and taxable non-recourse project revenue bonds.



EXAMPLE #2

Los Angeles World Airports – Landside Access Modernization Program P3

FRASCA serves as financial advisor for the \$5 billion LAMP program, which consists of both an APM and CONRAC program aimed to solve LAWA's issue of over congestion, limited curb space, and overall transportation disorganization to-and-from the Central Terminal Area. Given our extensive experience in the P3 airport space, we are able to bring a unique and educated perspective on not only optimal project financing structures but also on developers and investor proposals. FRASCA worked closely with airport management to create

the optimal financial structure for this project. Our team built the financial model for the project to develop a funding structure that optimizes the project revenues and overall returns, the optimal equity contribution, and revenue share division. Both the CONRAC and APM programs financings were structured on availability payments and LAWA sought bids on a subordinate lien. FRASCA has been on site with LAWA management throughout the one-on-one consultation process and has assisted in evaluating feedback from developers and investors. The deal reached financial close in June 2018 with the private sector successfully raising the debt and equity necessary to finance the project construction.

PROJECT DASHBOARD	
Project Description, Scope and Budget: The selected Project Company took over operations of the existing 750,000 square foot terminal, negotiated new lease agreements with eight tenant airlines, and is in the process of constructing and will operate a new 1 million square foot new terminal in stages, migrating airlines, concessionaires and passengers from the old terminal as it is demolished to the new terminal as it is constructed. The \$3.6 billion project also includes garages, roads and utility infrastructure.	Project Owner: The Port Authority of NY & NJ Four World Trade Center, 18th Floor New York, NY 10006 Patty Clark Senior Advisor for Aviation Policy Telephone: 212 435-3731 E-Mail: pclark@panynj.gov
Proposed vs. Actual Schedule: The Port Authority's traditional Design-Bid-Build approach was estimated to require at least 84 months to implement the proposed P3 alternative is expected to be delivered in 60-66 months.	Proposed vs. Actual Budget: The P3 budget is \$3.4 billion, significantly less than the Port Authority's budget of \$4.0 billion.
Coordination between Multiple Consulting Firms: FRASCA served as sole financial advisor and coordinated with Orrick, Herrington & Sutcliffe (legal advisor), URS/AECOM (technical advisor) and the Port Authority. We coordinated documents via LiveLink and scheduled regular coordination meetings among the advisors and client.	Relevant Experience with Other Interfacing Projects and Associated Scheduling Considerations: The project entailed the demolition of the existing terminal in phases and the construction of a new terminal on the site of the existing building – all while passenger operations continue. Furthermore, the integration of redesigned roadways and new adjacent support facilities (including utilities and garages) with the new terminal would be stymied if multiple contractors under disparate contracts had to work on the small constrained site.

Sample of Financial Services Provided and Case Studies

Case Study: City of Los Angeles - Los Angeles World Airports

FRASCA has served as financial advisor to the LAWA providing both transactional as well as ongoing strategic advisory services, including:

Sale Date	Series	Par (\$mm)	
03/21/18	Series 2018B	\$226.50	GARB
02/28/18	Series 2018A	426.48	GARB
09/29/15	Series 2015A	37.05	Seaport
06/04/13	Series 2013AB	293.86	Wastewater
05/04/13	Series 2013A Sub Lien	349.51	Wastewater
07/16/12	Commercial Paper	250.00	Seaport
05/07/12	Series 2012AC	183.37	Wastewater
05/02/12	Series 2012B Sub Lien	253.88	Wastewater
04/18/12	Series 2012A Sub Lien	157.06	Wastewater
06/23/11	Series 2011AB	91.75	
11/09/10	Series 2010D	875.81	GARB
10/28/10	Series 2010BC	194.04	GARB
10/14/10	Series 2010AB	466.81	Wastewater
TOTAL		\$3,806.12	

- **Financial Advisor for the Landside Access Modernization (LAMP) Program:** FRASCA advises LAWA on its \$5 billion LAMP project focused on two separate availability payment DBFOM projects: one, for a new \$1.5 billion rental car CONRAC facility and the other for a \$2.5 billion Automated People Mover system to connect the remote CONRAC facility as well as parking and intermodal facilities (\$1 billion) to the central terminal area (CTA). LAWA's objectives to reduce commercial and private vehicle traffic in the CTA, increase the capacity of LAX and coordinate with the city's efforts to host the 2028 Olympics. LAWA will fund the CONRAC with CFC milestone and availability

payments and the APM with a mix of CFC, PFC and LAWA funded milestone and availability payments. We are advising LAWA on the financing mix and are currently evaluating potential financing structures with the three short-listed teams for the APM component via a series of "dry-runs" to establish base rates and acceptable credit spreads for their proposals.

- **Evaluation of Credit Strategies and Funding Options for CIP:** We are also working with LAWA on evaluating financing options for projects beyond their announced \$7.7 billion CIP and \$5 billion LAMP program, including assessing key credit metrics such as coverage, liquidity, airline CPE, net debt to cash flows and



other affordability metrics. We are evaluating the potential impacts of additional stakeholder requested projects on LAX's Aa3/AA/AA senior and A+/AA-/AA/ subordinate ratings.

- **Potential Acquisition of LAX Terminal 4:** We advised LAWA on options to buy-out the leasehold interests of American Airlines in Terminal 4. American funded the expansion of T4 via the issuance of special project bonds

in 2000. We developed strategies for LAWA to acquire control of the facility in the most cost-effective manner to allow LAWA to establish new lease terms for the facility with more favorable rental and utilization provisions.

- **Debt Policy:** We have assisted LAWA review and update its debt policies.

Case Study: Metropolitan Washington Airports Authority

FRASCA serves as financial advisor for Ronald Reagan Washington National Airport (DCA) and Dulles International Airport (IAD) as well as the Dulles Toll Road (DTR). As indicated in the table below, FRASCA has advised on multiple financings for these credits totaling over \$5.9 billion. On each of these deals we ensured that the deal held to a strict financing timeline.

Sale Date	Series	Par (\$mm)	
05/31/18	Series 2018A	\$558.43	GARB
06/06/17	Series 2017A	522.135	GARB
02/27/17	Commercial Paper	200.00	GARB
06/14/16	Airport System Revenue Refunding Bonds, Series 2016AB	386.025	GARB
02/26/16	Bank Facility for 2009D	122.53	GARB
10/01/15	Bank Facilities for 2003D/2010C/2011A	414.67	GARB
06/30/15	Series 2015B-D	345.70	GARB
08/20/14	TIFIA Loan	1,278.00	Dulles Toll Road
05/14/14	Series 2014A	421.76	Dulles Toll Road
11/22/13	Series 2013 Sub Lien Notes	400.00	Dulles Toll Road
12/17/12	FFGA Loan	200.00	FFGA
08/08/11	Commercial Paper	300.00	Dulles Toll Road
05/18/10	Series 2010	342.61	Dulles Toll Road
08/05/09	Series 2009	963.29	Dulles Toll Road
TOTAL		\$6,455.15	

Summarized below is additional information regarding relevant services provided to DCA, IAD and DTR.

- **Debt Model:** FRASCA is responsible for the Aviation Debt Model for MWAA's \$5 billion of outstanding bonds, which allocates debt service to all DCA and IAD bond funded projects to determine rates and charges and capitalized interest requirements. We have streamlined the model to improve its functioning and reliability, coordinating with staff and bond counsel.
- **PFC Strategies:** FRASCA advises MWAA on PFC strategies, including the use of PFCs to fund a portion of the cost related to the Dulles Metrorail station of the rail link. We developed a strategy to maximize the PFC eligibility of the project and allow the entire application to collect at the \$4.50 level. We developed the application, including all necessary documentation, and reviewed the draft application with FAA Headquarters, Regional and ADO staff.
- **Airline Lease Negotiations:** FRASCA served as MWAA's advisor for the lease negotiations and provided financial modeling support, evaluation of alternatives, developing lease terms, benchmarking industry practices, and identifying options to achieve coverage and CPE targets.
- **Dulles Metrorail:** We advised MWAA in developing the plan of finance to fund the \$6 billion extension of Metrorail's Silver Line to provide rail access to IAD that resulted in 1) three bond financings totaling \$1.7 billion secured on three separate DTR liens, 2) a \$300 million Commercial Paper program, 3) a fixed rate direct placement of \$200 million of notes secured by a Full Funding Grant Agreement from the Federal Transit Administration, 4) a variable rate direct loan of \$400 million of interim subordinate notes, and 5) a \$1.278 billion TIFIA loan on the fourth junior lien.

Case Study: City of Charlotte – Charlotte-Douglas International Airport

FRASCA serves as financial advisor for Ronald Reagan Washington National Airport (DCA) and Dulles International Airport (IAD) as well as the Dulles Toll Road (DTR). As indicated in the table below, FRASCA has advised on multiple financings for these credits totaling over \$5.9 billion. On each of these deals we ensured that the deal held to a strict financing timeline.

Sale Date	Series	Par (\$mm)	
05/18/17	Series 2017ABC	\$302.79	GARB
10/15/14	Series 2014C	100.00	GARB
		TOTAL	\$402.79

- Financial Modeling:** FRASCA developed and maintains with regular updates a fully-functional rates and charges model for CLT. This model examined several alternative rate-setting methodologies and served as the basis for the new business deal for assessing rates and charges under the new Airport Use Agreement (AUA) at CLT. The model projects airline rates and charges, airline CPE, cash flow, debt service, coverage, and other financial metrics over the next 10 years. As the new AUA was finalized, the Airport migrated from its prior 30-year old rates and charges methodology to the new financial model for the purposes of calculating budgeted and reconciled airline rates and charges.
- New Airline Lease Agreement:** We advised the Airport in negotiating a new lease agreement with American, Delta, Southwest, and United. The new lease, which is expected to be effective in 2016, modernizes the prior 30-year old agreement, with new gate use provisions and reallocation procedures and enhances CLT's financial recoveries. The agreement provides for recovery of debt service coverage as well as an extraordinary coverage protection provision.
- 2014 and 2017 Refunding and Note Programs:** FRASCA advised on the issuance of \$105 million Series 2014AB Refunding Bonds for \$23.9 million of PV savings (19.5% of refunded par) and the issuance of the \$100 million Series 2014C Notes to provide interim capital funding. We also advised on the \$302.78 million Series 2017ABC bonds to generate refunding savings, convert variable rate debt to fixed rate and fund new money projects as well as the \$175 million 2017D Notes. As part of the 2017 transaction, we structured a credit strategy to assist CLT secure an upgrade from Fitch from A+ to AA-.
- Financial Policies and Metrics:** We are assisting the Airport develop financial policies to provide a framework for the new \$2 billion near-term master plan and to maintain CLT's strong credit ratings.
- Rating Agencies:** We worked with CLT to develop credit strategies that secured an upgrade from S&P from A+ to AA-, which, along with the Fitch upgrade, gives CLT Aa3/AA-/AA- ratings.

Case Study: San Diego County Regional Airport Authority

FRASCA has provided comprehensive financial advisory services to the Authority since 2003. These services have been integral to achieving the Authority's financial objectives while implementing a sizable capital program, including the largest CFC revenue bond issue at the time. As indicated in the table below, FRASCA has advised on multiple financings for the Airport totaling approximately \$1.6 billion. On each of these deals we ensured that the deal held to a strict financing timeline.

Sale Date	Series	Par (\$mm)	
07/18/17	Series 2017AB	\$291.21	GARB
09/05/14	Series 2015 Revolving Line	125.00	Revolver
02/05/14	Series 2014AB	305.29	CFC
01/17/13	Series 2013AB	379.59	GARB
10/05/10	Series 2010	572.57	GARB
TOTAL		\$1,673.66	

Summarized below is additional information regarding relevant services provided to SAN.

- **Financial Plan for the Airport Development Program (ADP):**

We are currently advising the Authority in developing the financial plan for the \$2.5 billion ADP, which focuses on the replacement of Terminal 1. We have advanced financial modeling efforts to analyze program feasibility and evaluate alternative financing strategies.

- **Series 2017 GARBS:** FRASCA served as a financial advisor on \$291 million Series 2017A-B Subordinate Airport Revenue Bonds for the Authority in August 2017. The proceeds of the issue were used to finance, the Terminal 2 West Parking Garage that will provide approximately 2,900 parking spaces as well as a new FIS facility in Terminal 2 West. The proceeds of the bonds were also use to repay approximately \$33 of Subordinate Revolving Obligations.

- **GARB Issuance and Development of Financial Plan for the Green Build Program:** The Authority recently completed the \$1.4 billion Green Build – Terminal Development Program

and CIP that added 10 gates, upgraded taxiways and aircraft parking aprons, and expanded roadways. We developed new bond documents and the financial plan, which centered on the issuance of over \$1.0 billion of revenue bonds secured by airport revenues and PFCs.

- CP Program for Interim Funding: In 2007, we helped the Authority institute a \$250 million commercial paper program to fund early work on the Master Plan.
- Series 2010 Bonds: In 2010, we advised on a \$572.565M subordinate lien GARB, including a BAB series, which funded a major portion of the Green Build.
- Series 2013 Bonds: In 2013, we advised the Authority on the \$379.585M of senior lien GARBS to complete funding of the program.

- **CONRAC Development:** We evaluated the preliminary feasibility, developed the financial plan, and advised on rental car lease strategies for a new CONRAC. Despite restrictions on the level and use of CFCs under California statutes, as well as the large size of the financing, we implemented a successful credit strategy that achieved A3/A-/NR ratings. The \$305.285 million

of 2014 CFC Bonds was the largest CFC Bond transaction at that time and the first CFC Bond issued in California.

- **Debt Capacity Study:** We prepared debt capacity studies for the Authority, evaluating SDCRAA's ability to issue additional GARB debt as well as leverage PFCs. We regularly revisit debt capacity in relationship to the Master Plan as an important element in assessing its financial feasibility.
- **Airport Financial Model:** We worked with staff to develop the airport financial model to assist in budget preparation, the calculation of debt capacity, the assessment of alternative airline rates and charges strategies and the evaluation of debt service coverage under different financing, traffic, and other scenarios.
- **Financial Reporting:** FRASCA assisted the Authority implement new reporting practices. It has consistently obtained GFOA awards for both its budget and CAFR.

Case Study: City of Phoenix - Phoenix Sky Harbor International Airport

FRASCA has provided comprehensive financial advisory services to the City of Phoenix since 2009. FRASCA's initial work involved the development of financial policies and targets intended to maintain strong PHX's credit rating. These policies and targets have since been used to develop financial plans and evaluate the feasibility of capital investments. As indicated in the table below, FRASCA has advised on multiple financings for the Airport totaling approximately \$1.9 billion. On each of these deals, we ensured that the deal held to a strict financing timeline.

Sale Date	Series	Par (\$mm)	
12/11/17	Series 2017D	\$474.73	GARB
10/31/17	Series 2017ABC	400.12	GARB
11/17/15	Series 2015AB	114.44	GARB
02/05/13	Series 2013	196.60	GARB
09/01/10	Series 2010ABC	696.11	GARB
TOTAL		\$1,882.00	

Summarized below is additional information regarding relevant services provided to PHX.

- **Airport Debt Issuances:** We advised the City of Phoenix on the \$696 million Series 2010ABC Bonds issued to finance the Sky Train Phase 1, the \$196.6 million Series 2013 refunding bonds and the establishment of the Airport's \$200 million interim financing program (originally established in 2011 and renewed in 2014 as a CP program and converted to a revolving credit facility program in 2017). We advised the City on the Series 2015AB Bonds to complete the financing of Sky Train Phase 1A and to refund bonds for savings. We also advised on the Series 2017ABC Bonds and the Series 2017D Bonds that funded various improvements at the Airport as well as refunded bonds for savings.
- **Terminal 3 Financial Plan:** In 2014, FRASCA began developing the funding strategies and financial plan for PHX's \$560 million Terminal 3 Redevelopment program, resulting in a mix of



pay-go PFCs, unrestricted cash and future senior lien bonds. The plan focused on maintaining PHX's strong financial metrics, including targets for coverage, liquidity and limiting PFC leveraging, while maintaining very competitive airline CPE levels (~\$7 at the end of the program, expected in 2019). We developed a phased financing program, with "modules" related to terminal processor and each concourse. To minimize borrowing costs, long-term debt will not be issued until completion of each module.

- **CFC Funding Capacity:** We evaluated PHX's CFC funding capacity including options to utilize CFCs (and PFCs) to fund the proposed Stage 2 expansion of the PHX Sky Train (to connect the passenger terminals with the consolidated rental car facility). CFCs currently fund debt service on stand-alone CFC bonds issued to construct the CONRAC facility and expenses for the common rental car bussing system. FRASCA evaluated options to restructure the outstanding bonds to determine the bonding capacity of potential increases in the CFC rate above the current \$6/day level. We also reviewed P3 options for the funding and delivery of the project.

- **Merger Impact Scenarios:** FRASCA developed multiple strategies with the Airport in 2013-2014 as the merger of American and US Airways advanced. Despite the strong Phoenix market, some analysts expressed concerns about American's plans for the PHX hub. The Airport proactively developed financial plans to address these concerns, including deferral of capital projects and operational budget cuts in the event of a loss of traffic alongside new service initiatives.

- **Key Airport Metrics & Targets in the Financial Plan:** FRASCA conducted a thorough review of PHX's financial metrics and targets (including coverage, liquidity, PFC balance, and CPE), with the goal to maintain Sky Harbor's 'AA' category rating. We continually review and reevaluate the airport's pro-forma cash flow, fund balances, airline revenue targets, and resulting debt service coverage margins.

- **Stand-Alone PHX Annual Financial Report:** FRASCA assisted the City develop its inaugural Annual Financial Report for PHX in FY 2011 for use with investors, analysts and local stakeholders as well as subsequent annual reports.

Case Study: City of Philadelphia – Philadelphia International Airport

FRASCA has served as financial advisor and consultant to the Airport since 2006 providing both transactional as well as ongoing strategic advisory services:

Sale Date	Series	Par (\$mm)	
12/14/17	Series 2017A	\$138.63	GARB
08/26/15	Series 2015A	97.78	GARB
01/08/13	Series 2013ABC-123	350.00	CP
12/09/11	Series 2011AB	233.83	GARB
10/27/10	Series 2010ABCD	624.67	GARB
04/14/09	Series 2009A	45.72	GARB
12/23/08	Series 2005C	178.60	GARB
TOTAL		\$1,699.23	

■ **Series 2017A Airport Revenue and Refunding Bonds:**

FRASCA advised the city on the issuance of the \$692.5 million Series 2017A bonds to currently refund certain outstanding commercial paper notes, pay a portion of the costs of the 2017 Capital Project, currently refund all of the outstanding Series 2007AB airport revenue bonds and a portion of the 2017B bond proceeds will be used to currently refund all of the outstanding Series 2009A revenue refunding bonds. The refunding of the 2017A bonds generated net present value savings of \$10.5 million, 16.88% of the refunded par and the refunding of the 2017B bonds resulted in net present value savings of approximately \$23.8 million, 14.5% of the refunded par. Frasca worked with the Airport, bond counsel and the airport consultant to determine that airfield projects may be funded with non-AMT governmental purpose bonds. As a result, \$28.9 million out of the \$334.1 million of projects funded by the Series 2017 bonds were financed with non-AMT bonds which was 19 basis points lower from all-in TIC perspective than AMT bonds. In addition, airfield projects financed with previously issued AMT bonds were reclassified to non-AMT for the refunding. 29.6% of the Series 2007A AMT refunded bonds

were reclassified to non-AMT, and 39.9% of the Series 2007B

- **Series 2015A Airport Refunding Bonds:** The Series 2015A Bonds that priced on August 25, 2015 current refunded the Airport's outstanding Series 2005A Bonds. The refunding resulted in net present value savings of approximately \$9.3 million, 8.75% of the refunded par. Savings were structured uniformly across all maturities with average annual savings of \$641,000.
- **2009, 2010 and 2011 Bond Transactions:** FRASCA advised the City on the issuance of the Airport's 2009 Refunding Bonds (refunding outstanding AMT variable rate bonds with non-AMT fixed rate bonds under the ARRA provisions); the 2010 Bonds (273.1 million of new money bonds and \$351.6 million of refunding bonds); and the \$233.8 million of 2011 Refunding Bonds. As part of these transactions, FRASCA prepared the rating agency presentations, advised on credit strategies, supported document development, and advised on bond structuring and pricing of the bonds.
- **Airline Lease:** FRASCA worked with the City to assess and modify the Airport-Airline Use and Lease agreement to determine rate making alternatives. As a result, bond counsel



determined that airfield projects, previously considered to be subject to private activity requirements, may be funded on a non-AMT basis. We have evaluated opportunities to re-classify portions of certain outstanding bonds as well.

- **Rental Car Facility:** We are working with the City to develop the financial strategies for the development of a Consolidated Rental Car Facility at PHL. We support the City's efforts to secure legislative approval allowing the Airport to implement a CFC of up to \$8/ transaction day and are advising on leveraging structures and business structures with the rental car companies.
- **Energy Saving Projects:** FRASCA has assisted the City in reviewing alternatives for funding energy conservation projects at the Airport including the use of commercial paper, fixed

rate bonds, Qualified Energy Conservation Bonds and tax exempt lease purchase that would be supported by the guaranteed savings from qualified energy service companies (ESCOS).

- **Initial Commercial Paper Program:** In 2013, we assisted the City and Airport establish a \$350 million commercial paper program that consists of 3 separate direct pay LOCs and 4 CP Dealers. The CP is used as an interim funding tool for the Airport's capital program.
- **Credit Facilities:** Over the years, FRASCA has negotiated on behalf of the City LOCs for the CP Program, VRDBs and for the reserve fund.

Case Study: Maryland Aviation Administration – Baltimore/Washington International Thurgood Marshall Airport

The Maryland Aviation Administration retained FRASCA to construct an Excel-based financial model to use in projecting parking revenues under various assumptions for parking rate structures, demand elasticities, and passenger activity. MAA had not raised rates for public parking, responsible for over \$75 million in annual revenues, since 2009 and viewed this revenue source as a key driver of enhancing financial performance in advance of planned capital investments. The model replaced a prior financial model that was not seen by BWI employees to be adequately user-friendly, flexible, or accurate. For BWI, FRASCA:

- Reviewed historical parking financial and operational data, including revenues, rates, exits, occupancy, and average duration
- Analyzed capacity and rate structures for off-airport parking lots
- Reviewed parking rates for relative affordability versus competing airports, taking into account differences in average airfares amongst airports
- Developed assumptions regarding the elasticity of parking demand to alternative rate structures
- Constructed an Excel-based financial model to analyze the effects of alternative rate structures on airport revenues under various elasticity assumptions
- Documented marketing best practices for maximizing parking revenue performance

BWI is continuing to use the financial model to evaluate alternative rate structures and intends to recommend a rate increase to its overseeing agency, the State of Maryland Department of Transportation.



Case Study: City of Atlanta – Hartsfield-Jackson Atlanta International Airport

FRASCA has served as financial advisor to the City of Atlanta Department of Aviation since 2010:

Sale Date	Series	Par (\$mm)	
03/25/14	Series 2014ABC	\$846.49	GARB
04/08/12	Series 2012ABC	474.10	GARB
07/02/11	Series 2011AB	440.39	GARB
11/04/10	Series 2010AB	587.8	GARB
07/09/10	Commercial Paper Program	350.00	CP
		TOTAL	\$2,698.78

- Rating Agency Strategies:** FRASCA has worked with ATL on a comprehensive credit and ratings strategy over the years that has resulted in the Airport achieving six separate one notch upgrades to achieve Aa3/AA-/AA- (GARB), Aa3/AA-/A+ (PFC Hybrid), and A3/A-/A (CFC) ratings since 2015. ATL became the first connecting hub airport to achieve AA-/Aa3 GARB ratings from all 3 rating agencies.
- Master Plan Funding:** We are working with ATL to develop its funding plan for its \$6 billion ATLNext master plan to be implemented beginning in 2018, identifying the optimal mix of debt (fixed and variable rate) and PFC funding strategies.
- 2014 Refunding:** We advised the City and Airport on the issuance of \$846.5 million of refunding bonds, which the City decided to upsize in order to take advantage of a significant market rally. The deal achieved over \$80 million in PV savings, or 9.2% of refunding par.
- Series 2012ABC GARBS:** FRASCA developed the plan of finance to sell \$474 million of AMT/Non-AMT bonds to complete the \$6.4 billion master plan development. FRASCA suggested serializing a portion of the 25-yr term bond that resulted in all-in TIC of 4.31%.
- 2010-11 Debt Program:** In November 2010, we assisted the City and Airport with the issuance of \$587.8 million of new money bonds, to fund completion of the new international terminal. By taking advantage of the expiring AMT holiday, the deal achieved a historically low borrowing cost for the Airport. In late 2010, the Airport issued \$524.045 million of refunding bonds, which eliminated variable rate exposure. In 2011, we advised on the \$440 million refunding for savings and to modernize the bond documents. The combined program was recognized by the Bond Buyer as the 2011 Southeast Region Deal of the Year.
- Negotiation of New Airline Agreements:** FRASCA advised the City in airline negotiations for a seven-year extension of the Airline Use and Lease Agreement that commenced in 2010.
- ARS Restructuring:** Prior to our engagement, the Airport issued several series of auction rate bonds as part of its financing program. In 2007, we identified potential problems with the auction rate product and structured a proactive strategy that enabled the City to retire over \$360 million of ARS debt beginning in 2008. It was the first airport issuer in the country to take action before severe interest cost consequences were incurred.
- CFC Strategies:** In 2006, ATL issued \$233.86 million of bonds to fund a consolidated rental car facility. In mid-2008 \$90M more was needed to fund cost overruns but the capital markets were not receptive to standalone CFC credits. With the market in disarray, FRASCA shifted efforts from a bond solution to a plan that allowed ATL to use uncommitted reserves as a “bridge loan” to fund the overrun. The Airport is repaid from CFCs on a subordinate basis, at a 7% rate.

Attachment E

Nossman Firm Experience



Nossaman LLP (Nossaman) has more than 170 attorneys and public policy advisors who work seamlessly across offices located in Texas (Austin), California, Washington, D.C. and Washington State. We use a multidisciplinary approach that combines the skill and experience of our transactional attorneys, litigators and state and federal policy advisors to achieve our clients' goals. Nossaman has extensive experience representing public agencies with well over one hundred state and local public agency clients.

As the leading law firm in the nation representing the public sector on innovative delivery programs and projects, Nossaman focuses on advising clients in the use of innovative project delivery methods, including P3s, for major infrastructure projects of all types, including airports, transit / APMS, highways and social infrastructure. With our internationally recognized Infrastructure Practice Group, which includes more than 30 attorneys, Nossaman is the most experienced firm in the United States representing the public sector in innovative procurements for public projects. As lead outside legal advisor on over \$100 billion in projects, Nossaman works in more than 30 states on the most high profile, large, and unique projects in the country. For nearly three decades, Nossaman has counseled public agencies on projects using design-build, construction manager/general contractor (CMGC) and P3s as well as other innovative project delivery methods. The Firm has earned many national and international accolades, including Chambers and Partners again ranking Nossaman as one of only five law firms nationally in Band 1 of its 2018 P3 Projects category.

Experience Developing Successful Project Delivery Programs

Nossaman regularly advises public agencies as they determine how to deliver projects in their capital improvement plan, including representation on the agency's potential use of

innovative delivery methods, helping clients lay the foundation for later project success. The focus of Nossaman's approach to advising clients on the development of robust, transparent and successful programs is to help its clients understand project delivery processes and to develop internal and external policies, procedures, structures and strategies for assessing candidate projects and implementing projects that advance out of the feasibility and assessment phase. A critical step in this process is identifying and understanding Nossaman's clients' goals in pursuing projects and the ways that innovative delivery and financing methods can accomplish those goals. Nossaman's experience has shown that a successful program is one that utilizes the skill sets of each of the outside advisors on the program team working under the direction of a dedicated staff at the public agency level.

Nossaman is the only firm serving as outside legal advisor to the five public agencies agreed as having the most foundational and robust innovative delivery programs in the country:

- Los Angeles World Airports; City of Los Angeles (for four years on more than \$7 billion in projects);
- Texas Department of Transportation (for 18 years on more than \$15 billion in projects);
- Florida Department of Transportation (for 10 years on more than \$5 billion in projects);
- Indiana Finance Authority (for seven years on more than \$2 billion in projects); and
- Virginia Department of Transportation (for 23 years on more than \$4 billion in projects).

In each case, Nossaman was retained at the outset of their respective P3 programs, helped create the platform for a sustained P3 pipeline to serve the public interest, was called upon to help implement their most "transformative" project transactions,

and has been re-engaged for multiple follow-on projects.

Nossaman has also played a key role in developing innovative project delivery / P3 legislation, guidelines and programs for additional states new to innovative delivery contracting, including

Arizona, Georgia, Maryland, Michigan, Illinois, California and North Carolina.

Below is an overview of the number of innovative project delivery programs (including P3 projects) Nossaman has been involved in:

CLIENT	NUMBER OF PROJECTS INVOLVED
Texas DOT – Statewide Alternative Project Delivery Program	14
Nevada DOT – P3/Alternative Delivery Projects	9
Arizona DOT – P3 Program	6
Indiana Finance Authority – P3 Program	6
Virginia Department DOT – P3 Program	5
Riverside County Transportation Commission (RCTC)	5
Florida DOT	4
Louisiana DOT	4
Utah DOT – Tolling and P3 Rules and Guidelines	3
San Bernardino County Transportation Authority	3
Los Angeles World Airports; City of Los Angeles	3
Michigan DOT - P3 Program	2
Washington State DOT - P3 Program	2
Massachusetts DOT	2
Georgia DOT - P3 Program	2
Maryland Transit Administration - P3 Program	1
California DOT - P3 Program	1
Illinois DOT - P3 Program	1

Below and over the next few pages is a summary of some of Nossaman's relevant P3 and programmatic P3 experience:

Project	Type	Years	Value
City of Los Angeles, Los Angeles World Airports – Automated People Mover (In Construction)	Programmatic / Project Screening / Delivery: AP	2016 - Present	\$4.9 billion
City of Los Angeles, Los Angeles World Airports – Consolidated Rent-A-Car Facility (In Construction)	Programmatic / Project Screening / Delivery: AP	2016 - Present	\$1 billion (approx)
City and County of Denver – Great Hall Project (In Construction)	Delivery: AP, RR, PDA	Ongoing	\$1.67 billion
City of San Jose - Norman Y. Mineta San Jose International Airport	Delivery: DB/F/M	2006-2009	\$660 million
Texas DOT – North Tarrant Express Segments 3A & 3B (In Construction)	Programmatic / Project Screening / Delivery: RR, PDA	2004-Present	\$1.5 billion
Texas DOT – North Tarrant Express Segments 1 & 2W (In Operation)	Programmatic / Project Screening/ Delivery: RR	2004-Present	\$2.05 billion
Texas DOT – DFW Connector (In Operation)	Programmatic / Project Screening/ Delivery: DB/F/M	2006-Present	\$1.1 billion
Texas DOT – I-635 (In Operation)	Programmatic / Project Screening/ Delivery: RR	2003-Present	\$2.7 billion
Texas DOT – SH 130 Segments 5 & 6 (In Operation)	Programmatic / Project Screening/ Delivery: RR	2005-2012	\$1.36 billion
Texas DOT – SH 130 Segments 1-4 (In Operation)	Programmatic / Delivery: DB/F/M	2000-2008	\$1.3 billion
Texas DOT – Grand Parkway, Segments F-1, F-2 and G (F-1 & F2 In Operation; G Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2009-Present	\$250m+
Texas DOT – Grand Parkway, Segments H, I-1 and I-2 (Awarded)	Programmatic / Delivery: DB/F/M	2013 - Present	\$250m+
Texas DOT – Highway 161 (In Operation)	Programmatic / Delivery: DB/F/M	2005-2017	\$250m+
Texas DOT – SH 249 (In Procurement)	Programmatic / Delivery: DB/F/M	2014- Present	\$400 million
Texas DOT – SH 360 (Construction)	Programmatic / Delivery: DB/F/M	2013- Present	\$625 million
Texas DOT – U.S. 181 Harbor Bridge Replacement (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2013-Present	\$800 million
Texas DOT – Border West Expressway (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2013-Present	\$640 million
Texas DOT – I-35E Managed Lanes (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2009- Present	\$250m+
Florida DOT – I-4 Ultimate (Construction)	Programmatic / Project Screening / Delivery: AP	2007 - 2017	\$2.3 billion

Project	Type	Years	Value
Florida DOT –Port of Miami Tunnel (In Operation)	Programmatic / Project Screening / Delivery: AP	2005 - 2016	\$800 million
Maryland Transit Administration – Purple Line Light Rail Transit (In Construction)	Programmatic / Project Screening / Delivery: AP	2013-Present	\$2 billion
Massachusetts Bay Transportation Authority – Green Line Extension Light Rail Project (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2015 - 2018	\$1.08 billion
Nevada DOT – Project Neon (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2013 -2018	\$560 million
Nevada DOT – Garnet Design-Build Project (Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2016 - 2017	\$50m-60m (approx)
Nevada DOT – Mesquite (Operation)	Programmatic / Delivery: DB/F/M	2010 - 2014	\$50m-60m (approx)
Nevada DOT – SBX (Procurement)	Programmatic / Delivery: DB/F/M	2018 - Present	\$50m-60m (approx)
Nevada DOT – Unsolicited Proposal (Feasibility)	Programmatic / Project Screening / Delivery: AP	2011-2014	\$50m-60m (approx)
Nevada DOT – USA Parkway (Construction)	Programmatic / Delivery: DB/F/M	2015 - 2018	\$50m-60m (approx)
Riverside City Transportation Commission (RCTC) – SR 91 Express Lanes (In Operation)	Programmatic / Project Screening / Delivery: DB/F/M	2008 - 2018	\$5m (approx)
Port of Long Beach - Gerald Desmond Bridge	DB/F/M	2010 - Present	\$649.5 million
University of California Board of Regents - UC Merced 2020 Campus Expansion Project	AP	2013-Present	Over \$1 billion
Virginia Department of Transportation – U.S. 58 West Midtown Tunnel Project	Programmatic / Delivery: RR, DB/F/M	2009-2012	\$2.1 billion
Arizona DOT – South Mountain Freeway (In Construction)	Programmatic / Project Screening / Delivery: DB/F/M	2014 - 2017	\$916 million
Arizona DOT – Stormwater Pump Station Project (Feasibility)	Programmatic / Project Screening / Delivery: AP	2017 - 2018	\$125 million
Arizona DOT – Flagstaff Facilities Project (Negotiations)	Programmatic / Project Screening / Delivery: PDA	2010 - Present	\$5M (approx)
Caltrans/SFCTA – Presidio Parkway (In Operation)	Programmatic / Project Screening / Delivery: AP	2009 - 2012	\$1.1 billion
California High-Speed Rail Authority – Fresno-to-Bakersfield Segment	DB/F/M	2009-2014	\$1 billion (approx)
Indiana Finance Authority (IFA) – East End Crossing (In Operation)	Programmatic / Project Screening / Delivery: AP	2012 - 2018	\$3m (approx)
IFA - I-65 (In Construction)	Programmatic / Delivery: DB/F/M	2016 - 2017	\$70 million
IFA - I-69 Major Moves 2020 Expansion (In Construction)	Programmatic / Delivery: DB/F/M	2015 - 2016	\$1M (approx)

Project	Type	Years	Value
City of Indianapolis, IN – Combined Justice Facility	Programmatic / Project Screening / Delivery: AP	2013 - 2017	\$500 million
Michigan DOT – I-75 Segment 3 (Awarded)	Programmatic / Delivery: AP	2017 - Present	\$1.4 billion
Michigan DOT – Highway Street Lighting (Operation)	Programmatic / Delivery: AP	2014 - Present	\$125 million
North Carolina DOT – I-77 Managed Lanes Project (In Construction)	Programmatic / Project Screening / Delivery: RR	2012 - 2017	\$600 million
Puerto Rico Public-Private Partnerships Authority – Energy Storage Systems Project (in Procurement)	Project Screening / PDA	2018-Present	\$5 billion (approx)

	Program Institutional Framework	Project Screening	Project Delivery			
			AP	RR	DB/F/M	PDA
City of Los Angeles, Los Angeles World Airport			✓			
City and County of Denver, Denver International Airport			✓	✓		✓
Norman Y. Mineta San Jose International Airport					✓	
Illinois Department of Transportation, South Suburban Airport	✓	✓				

Representative Experience

Nossaman's experience counseling public agencies on cost-effective innovative project delivery methods includes the following programs and project work.

■ **City of Los Angeles, Los Angeles World Airports – Landside Access Modernization Program at LAX.**

Nossaman is advising on a \$10 billion program to facilitate mobility into and out of the second largest airport in the United States by developing a massive consolidated rent-a-car facility, an elevated 2.5-mile automated people mover system, intermodal transportation facilities and a joint station with LA Metro's Crenshaw Light Rail Line. Nossaman's services included review and analysis of City Charter provisions, City policies and state laws potentially affecting the procurements and contracts, and otherwise assisting LAWA in making its initial delivery methodology. In addition, Nossaman assisted the agency with respect to its RFI issued in early 2016 and subsequent industry forum that helped the agency determine the methods by which it would deliver the various elements of its program.

- **Automated People Mover (APM).** Nossaman is advising on an Automated People Mover (APM) train system at the Los Angeles International Airport (LAX). The project reached commercial close on April 11, 2018 upon Los Angeles City Council's unanimous approval of a \$4.9 billion agreement with a developer comprised of ACS Infrastructure Development, Balfour Beatty, Bombardier Transportation, Fluor and HOCHTIEF PPP Solutions. The APM system will include six stations and up to 9 electric powered trains, each with four cars, in simultaneous operation. The APM trains will ease access to LAX connecting travelers to LA Metro's Crenshaw Light Rail Line, intermodal transportation facilities and a consolidated rent-a-car facility. The developer will design,

build and partially finance the APM system, and then operate and maintain the APM system over a 25-year period. LAWA's APM is the first APM system to be procured through an availability payment P3 delivery model. The project reached financial close on June 8, 2018.

- **Consolidated Rent-A-Car Facility (ConRAC).**

Nossaman is advising on the world's largest consolidated rent-a-car facility (ConRAC) at the Los Angeles International Airport (LAX). The ConRAC car rental facility will relocate and centralize car rental facilities away from the Central Terminal Area at LAX and provide direct access to major freeways. Ultimately, the ConRAC will be connected to the Automated People Mover (APM) train system at LAX, which will provide travelers with quick access to the terminals. The roughly \$1 billion (design and construction) is being delivered through an availability payment P3 delivery model. The selected developer will design and build the ConRAC and operate and maintain it for 25 years. The project reached commercial close on November 8, 2018 and financial close on December 6, 2018.

- **Denver International Airport – Jeppesen Terminal Redevelopment Project ("Great Hall Project").** Nossaman advised the City and County of Denver on the Great Hall Project, involving a complex, multi-faceted upgrade of Denver International Airport's signature Jeppesen Terminal and the development and management of a new concessions program within the terminal. The \$1.8 billion P3 project will relocate the main security checkpoints to modernize screening. The project involves a hybrid structure, combining an availability payment model with shared revenue risk on the concessions program. The project reached commercial close in August 2017 and financial close in December 2017 with Denver Great Hall LLC, the winning consortium led by Madrid-based Ferrovial Airports. Our services included providing strategic advice to the City's key decision-makers, assisting with structuring the

transaction, including commercial terms and key risk allocations, drafting and negotiating the development agreement, assisting the City with obtaining City Council approval, and advising the City in connection with commercial and financial close. Following closing, we are advising the City on legal issues arising from the implementation of the project.

■ **City of San José – Norman Y. Mineta San José International Airport.**

Nossaman assisted in negotiating and administering a design-build contract for a precedent-setting \$660 million airport expansion serving California's Silicon Valley. The project, the first major airport design-build undertaking in the state, included the renovation and expansion of Terminal A, a new Terminal B, a 3,000-space consolidated rental car facility and related roadway improvements. In late 2006, the city contracted with Hensel Phelps Construction Co., chosen through a qualifications-based selection process, which completed the work in 2010. The team saved more than \$290 million on the budget and finished the upgrades a year early by using a design-build rather than a design-bid-build process. The project has received more than 25 prominent industry awards. Our services included contract negotiations and helping craft and administer a task order-based contract allowing scope and budget to be determined as the project evolved.

■ **Texas Department of Transportation (TxDOT).**

Since 1998, TxDOT has relied on Nossaman as a key advisor to create and implement one of the most comprehensive and innovative P3 programs in the world. Nossaman advised TxDOT on future legislation, program-wide procurement strategies, planning and implementation, financing options, and negotiations with proposers and contractors. Nossaman advised TxDOT on innovative procurements and contracts for a statewide open-road toll collection system project and a comprehensive development agreement

for tollbooths. Nossaman has been TxDOT's projects counsel for over \$15 billion in projects under the program. Nossaman's services in the projects below include procurement as well as contract negotiations and drafting.

- **Texas Department of Transportation – SH**

130 Segments 5 & 6. Nossaman advised on the first toll concession agreement in Texas history – a 41-mile stretch of managed lanes between San Antonio and Austin. The \$1.36 billion roadway, which opened ahead of schedule in late 2012, extended the SH 130 portion of the Central Texas Turnpike Project south to Austin-Bergstrom International Airport via a DBFOM contract with a Cintra/Zachry joint venture.

- **LBJ Express.** Nossaman advised on a project to ease pressure on a congested 17-mile corridor along the IH-635 and IH-35E in the Dallas Metropolitan area. Nossaman guided procurement of a DBFOM toll concession agreement for the \$2.7 billion upgrade.

- **North Tarrant Express Managed Lanes Project, Segments 3A & 3B.**

Nossaman is advising on the second phase of an innovative highway improvement and managed lanes P3 to alleviate heavy congestion in the Dallas/Fort Worth area. Nossaman assisted TxDOT in negotiating a 2013 concession agreement for the \$1.5 billion Segments 3A & 3B portion of North Tarrant Express. Financing includes \$430 million in developer equity, a \$531 million TIFIA loan, \$274 million in PABs and \$127 million in public funds from TxDOT and the North Central Texas Council of Governments. Nossaman is currently advising TxDOT on contract administration matters.

- **SH 249.** Nossaman advised on the procurement of a proposed \$400 million design-build-maintain project to enhance connections between the metropolitan areas of Houston, Bryan/College Station and Waco while improving safety in communities

along the route. TxDOT issued an RFP in September 2016, and awarded a contract to WBCCI, LLC in October 2017.

- **SH 360.** Nossaman is advising on a \$625 million, 9.7-mile tolled extension of SH 360 in Arlington to U.S. 287 near Mansfield in the Dallas/Fort Worth area, relieving stress on highly congested local roads. The \$300 million initial phase of the project includes a four-lane divided tollway north and two divided lanes south of East Broad Street, as well as an interchange at U.S. 287. TxDOT awarded a contract to a Lane/Abrams joint venture in May 2015.

■ **Arizona Department of Transportation.**

Nossaman is advising on all aspects of procurement including contract negotiations and drafting for several highways and facilities projects:

- **South Mountain Freeway.** Nossaman is advising on all aspects of a procurement for the first highway project developed under Arizona's P3 statute – a 22-mile, eight-lane greenfield freeway project in the Phoenix area featuring three general purpose lanes and an HOV lane in each direction, a major interchange with the I-10, and connections with 14 urban arterial streets. Nossaman guided the transportation agency in its successful February 2016 procurement of an innovative DBM contract with a fixed design and construction price of \$916 million, plus 30 years of routine and capital maintenance at a fixed price of \$132 million.
- **Flagstaff Facilities.** Nossaman is advising on a project to replace the transportation agency's Flagstaff DMV and maintenance facilities. In a unique partnership with the City, ADOT solicited P3 proposals to relocate and consolidate its offices into newly built or existing facilities. This move will reduce agency costs while vacating land for commercial development. In exchange, the private partner will secure ownership of the agency's existing site plus an adjacent parcel

owned by the City, for a total of 18 acres. The deal will provide ADOT new facilities with little or no out-of-pocket costs.

- **Phoenix Metropolitan Area Freeway Lighting Project.**

Nossaman is advising on the development, procurement and financing of the Phoenix Metropolitan Area Freeway Lighting Project through a DBFOM availability payment concession delivery model. ADOT seeks to upgrade more than 19,000 luminaries from high-pressure sodium to LED technology with remote monitoring and controls, covering approximately 300 miles of controlled access highway throughout the greater Phoenix area, including the Deck Park Tunnel on I-10.

- **Rest Area P3s.** Nossaman advised on a procurement and contract covering the management of 14 Arizona rest areas under a single P3. The contract guaranteed ADOT at least \$1 million over the next 10 years from revenues generated from advertising and sponsorships – money that goes into the State Highway Fund for other transportation projects.

■ **California Department of Transportation – Presidio Parkway.**

Nossaman advised on a \$1.1 billion project that rebuilt a spectacular natural gateway connecting the Golden Gate Bridge with the City of San Francisco. Nossaman's services included assisting with the DBFOM procurement and contract documents with a Hochtief/Meridiam joint venture. Nossaman also advised on closing the project financing, which included \$45.6 million in equity, \$166.6 million in senior bank loans and a \$150 million TIFIA loan.

■ **California High-Speed Rail Authority – Fresno-to-Bakersfield Segment.**

Nossaman is advising on key elements of the first phase of a planned 800-mile, \$68 billion high-speed train system connecting the state's major urban centers. Among many assignments, Nossaman LLP assisted in drafting procurement and contract documents and

overseeing the award of a nearly \$1 billion design-build contract to a Tutor Perini/Zachry/Parsons joint venture for the first 29-mile civil works section between Madera and Fresno, as well as a \$1.37 billion design-build agreement with a Dragados/Flatiron consortium to develop the next 60-mile civil works segment south of Fresno – both at prices well under engineer's estimates. Nossaman also has advised the Authority regarding procurement of trainsets and the feasibility of using a P3 approach to project delivery.

■ **Florida Department of Transportation (FDOT)**

- **P3 Program.** Nossaman has advised FDOT from the onset of its P3 Project. Over the last 10 years, this included more than \$5 billion in projects:

- **I-4 Ultimate Express Lanes.** Nossaman advised on the development and negotiation of contract and procurement documents for this innovative highway improvement. The \$2.3 billion project will rebuild and widen 21 miles across Orange and Seminole counties. As part of a 40-year DBFOM agreement with a Skanska/John Laing consortium, I-4 Ultimate will rebuild 15 major interchanges, add 56 new bridges, replace 71 bridges and build four tolled express lanes. Construction began in February 2015 and completion is anticipated to be completed in 2021.
- **PortMiami Tunnel.** Nossaman advised on procurement, negotiation and financing of this innovative P3 which greatly reduced traffic in the Miami region. The \$800 million project, which opened in August 2014, included construction of twin 42-foot tunnels under Biscayne Bay, linking Port facilities on Dodge Island with MacArthur Causeway and I-395 and adding capacity in each direction.

- **I-595 Corridor Roadways Improvement Project.** Nossaman has been the key outside legal advisor on the procurement for redevelopment of a 10.5-mile section of the I-595 corridor in the Ft. Lauderdale area. This \$1.8 billion deal reached financial close in March 2009, making it the first in the U.S. transportation sector to use an availability payment compensation structure.

■ **Illinois Department of Transportation – Innovative Project Delivery Programs.**

Nossaman worked with an interdisciplinary team to assist the Department to develop an innovative project delivery program, with a focus on the use of the design-build, construction manager/general contractor and P3 delivery methods. Nossaman's services included drafting enabling legislation, meeting with industry representatives to address concerns regarding innovative project delivery, development of training manuals, and helping the Department evaluate projects for potential innovative delivery, including meeting with potential proposer teams regarding proposed projects.

- **South Suburban Airport Project.**

Nossaman assisted the Department in its assessment of whether to develop a new airport in the Chicago metropolitan area. As part of this process, Nossaman helped assessment project viability and held several meetings with industry representatives to discuss project parameters and potential terms and conditions. The initial phase of the project is projected to cost roughly \$700 million. The Department is in the process of acquiring right of way and developing procurement and contracting strategies for the 5,800-acre airport.

- **Los Angeles County Metropolitan Transportation Authority (Metro) – P3 Program.** Nossaman is advising Metro on the development of its P3 program, including assisting in screening projects for P3 suitability. Nossaman provided advice and made presentations to senior management regarding statutory authority and other legal issues relevant to LA Metro’s use of the P3 delivery methodology for transit and highway projects as well as transit-oriented development.
 - **Sepulveda Pass Project.** This project involves the pursuit of a pre-development agreement for an approximately 10-mile transit and managed lanes tunnel project through the Sepulveda Pass between the I-101 and I-10, with preliminary capital costs in the range of \$6 to \$10 billion.
 - **MicroTransit RFP.** Nossaman is representing LA Metro with respect to its proposed MicroTransit project to design and test a new complementary transit service which will dynamically route vehicles on an on-call basis to transit customers. Services include advice regarding enabling authority and assistance in developing the procurement strategy and drafting procurement and contract documents for the project.
 - **LA Union Station Master Development.** Nossaman represents LA Metro on its procurement of a master developer for approximately 1.2 million square feet of entitled mixed use development properties at Union Station, the largest passenger rail and bus hub in southern California.
- **Maryland Transit Administration – P3 Program.** Nossaman serves as outside legal counsel to MTA for its P3 program. Nossaman assisted with the evaluation and potential development of P3 approaches to major public transit initiatives, including the proposed Red Line, Purple Line, and Corridor

Cities Transitway; and with the development of policies, regulations, procedures, and/or legislation required to implement public transit and other transportation initiatives as P3s in the State of Maryland.

- **Purple Line Light Rail.** Nossaman advised on Maryland’s first transit P3 project – an approximately \$2 billion (capital cost) light rail system significantly easing travel between the Maryland suburbs and Washington, D.C. The project, Maryland’s largest P3 and the nation’s largest full DBFOM P3, will provide a direct link to the Metrorail Red, Green and Orange lines and connect to the MARC train, Amtrak and local bus services. Construction commenced in September 2017 and completion is expected in spring 2022.
- **Nevada Department of Transportation (NDOT).** Nossaman helped coordinate major P3 programmatic and project work for NDOT under NDOT’s alternative delivery authority. Services include development of programmatic guidelines and manuals, counseling on legislative amendments, initial project screening and feasibility assessments and implementation of procurements for projects that prove feasible. Projects and procurements include:
 - **Project Neon.** Nossaman advised the Department on a nearly \$560 million project to realign and improve 3.7 miles along the I-15 in downtown Las Vegas from the Sahara Interchange to the U.S. 95/I-515 Interchange. The transportation agency awarded a \$559.4 million design-build contract in November 2015. Construction began in April 2016 and completion is expected in 2019.
 - **Unsolicited Proposal.** Nossaman is advising on the feasibility analysis of an unsolicited proposal for a DBFOM/availability payment P3 for a potential project in Northern Nevada.

- **SBX Design-Build.** Nossaman is advising on the design-build procurement for interchange and other improvements to the Reno Spaghetti Bowl.
- **CMAR Program.** Nossaman assisted in developing template contract documents to help launch NDOT's CM-at-risk program.
- **Port of Long Beach – Gerald Desmond Bridge.** Nossaman is advising on a new 1.5-mile bridge to serve one of the world's largest and busiest container ports. The structure is one of 10 projects authorized under California's P3 Design-Build Demonstration Program. In 2012, the Port entered into a \$649.5 million design-build agreement with a Shimmick/FCC/Impregilo joint venture – the single largest contract ever awarded by the Port.
- **University of California Board of Regents – UC Merced 2020 Campus Expansion Project.** Nossaman is advising on this high profile project to accommodate growth of the university system's newest campus from the current 6,700 students to 10,000 students by 2020. The \$1.3 billion project, procured as an availability payment-based P3, will add approximately 790,000 assignable square feet of new facilities, including student housing, administrative and research space, classrooms and recreational centers and associated infrastructure. This is the first university campus expansion in the U.S. to be undertaken using the P3 availability payment model.
- **Virginia Office of Public Private Partnerships – P3 Program.** Nossaman has served as Special Privatization Counsel since 1995 in implementing Virginia's Public-Private Transportation Act. Nossaman assisted in drafting guidelines for unsolicited proposals, processing proposals, as well as drafting and negotiating the resulting transactions for more than \$4 billion in projects. Projects/procurement have included:
 - **Virginia Department of Transportation – U.S. Highway 58 Midtown Tunnel Project.** Nossaman advised on a groundbreaking toll concession P3 procurement for a major tunnel and highway project to improve traffic in the Norfolk-Portsmouth region. A key feature of the \$2.1 billion project is a new two-lane tunnel between Norfolk and Portsmouth – the first all-concrete highway tunnel in the U.S. designed to function under deep water.
 - **Virginia Department of Transportation – Pocahontas Parkway (Route 895 Connector).** Nossaman assisted in negotiating and closing an asset transfer and refinancing of this project with Transurban LLC under a 99-year P3 concession agreement. The new \$611 million financing paid back the original bonds and recouped for VDOT all its prior capital, operating, and maintenance expenses. In addition, VDOT was relieved of liability for future expenses. The transaction also includes a commitment from Transurban to design, construct, operate, and maintain an approximately \$50 million connector road to the Richmond Airport, subject to Transurban's closing of a TIFIA refinancing. Nossaman previously advised VDOT in the original negotiation of a Comprehensive Agreement, design-build contract, and \$323 million financing.

Attachment F

Risk Management Plan, SEA Example



Port of Seattle, Seattle-Tacoma International Airport
Aviation Division Capital Improvement Program (AVCIP)

Risk Management Plan

Program Management Plan Appendix-C

Revision 0.1

DRAFT

01 Nov 2018

Document No. AVD-CPM-RM-PLN-001

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Revision History

Rev. #	Date	Summary of Changes	Editor/Author
0.1	01 Nov 2018	Initial Draft	Hans Hoppe

DRAFT

Review & Approval

REVIEWED BY:

EPM Program Management Advisor

James Sumwalt

Signature

Date

RECOMMENDED BY:

Director, Aviation Facilities & Capital Programs

Jeffrey Brown

Senior Director, Capital Development Division

Ralph Graves

Signature

Date

Signature

Date

APPROVED BY:

Managing Director, Aviation Division

Lance Lyttle

Signature

Date

Acronyms

Acronym	Definition
APM	Association for Project Management
AVCIP	Aviation Division Capital Improvement Program
CM	Construction Manager
DC	Design Consultant
EWG	Executive Working Group
ESC	Executive Steering Committee
KPI	Key Performance Indicator
PMP	Program Management Plan
PI	Probability - Impact
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PRAM	Project Risk Analysis and Management
QCRA	Quantitative Cost Risk Analysis
QRA	Quantitative Risk Analysis
QSRA	Quantitative Schedule Risk Analysis
RM	Risk Management
RMB	Risk Management Board
RMP	Risk Management Plan

Defined Terms

Also Refer to PD-SOP-018 (Glossary) for all AVCIP-related PMP definitions and acronyms.

DRAFT

1.0 Introduction

1.1 Purpose

This Risk Management (RM) section of the AVCIP Program Management Plan establishes standard risk management principles, guidelines and governance to be followed by all organizations associated with the Aviation Division Capital Improvement Program (AVCIP or Program) including any Port Shared Services Divisions, Design Consultants (DC), Construction Managers (CM), Contractors, and project stakeholders.

This Risk Management Plan (RMP) provides governance and best practices to the AVCIP Program. It describes the “what” of Risk Management. Refer to the Risk Management Procedure (AVD-CMP-RM-SOP-001) on the actions and activities (the “how”) required of the Program and associated projects to satisfy governance outlined in this management plan.

The RMP is designed to provide governance details and criteria for Risk Management practitioners to guide and train program participants on the proper administration of risk management for the Program.

1.2 Risk Management Objectives

RM is a proactive effort to identify, analyze, and plan for a risk event, which has not yet occurred. Proactive RM is designed to mitigate the adverse impact and to increase opportunity for success should a risk event occurs. Managing risk starts at program initiation, continues throughout the program lifecycle, and involves everyone on the team. RM objectives are to:

- Increase probabilities for success, while reducing the odds for negative events
- Generate a proactive RM culture
- Implement a formal process for identifying, assessing, and evaluating risks
- Identify mitigation opportunities
- Establish a consistent method for calculating realistic and defensible contingency budgets (cost and schedule) for both Design and Construction
- Increase stakeholder awareness about the risks and rewards associated with specific projects and encourage risk mitigation
- Assist in the decision-making process and in evaluating alternatives
- Provide managers with the means to decide where best to invest time and money
- Comply with community, regulatory, and funding agency requirements (e.g., permitting needs, validating funding requirements, etc.)
- Prioritize risks for senior managers and decision-makers
- Create procurement and contracting processes that address the identified risks and reflect Aviation Division’s risk tolerance level

1.3 Scope

This Risk Management Plan is applicable to all participants of the Program including AVCIP Program Team, Port Shared Service Divisions, Design Consultants, Construction Managers, Contractors and other Stakeholders.

1.4 Document Structure

The PMP sections collectively form management practices that support the Program. This Risk Management Plan is Appendix C of the PMP and will be used in conjunction with the other PMP sections to form comprehensive Program governance.

1.5 Required Updates

This RMP, including all related documents and forms, will be reviewed and updated as per Section 2.2.4 (Monitoring and Reviewing the Framework) in this document.

1.6 Related Reference Documents, Procedure, and Tools

1. AVD-CMP-PD-PLN-001 – AVCIP Program Management Plan
2. AVD-CMP-RM-SOP-001 – Risk Management Procedure
3. AVD-CMP-PD-SOP-018 – AVCIP PMP Glossary
4. ISO 31000:2009 (Principles and Guidelines on Implementation)
5. ISO/IEC 31010:2009 (Risk Management – Risk Assessment Techniques)
6. ISO Guide 73:2009 (Risk Management – Vocabulary)
7. “Simple Tools and techniques for enterprise risk management”; Second Edition; 2011; Dr. Robert J. Chapman
8. “Project Risk Analysis and Management (PRAM) Guide”; 2nd Edition; Association for Project Management (APM)
9. Project Management Body of Knowledge (PMBOK); 5th Edition; 2013; Project Management Institute (PMI)

2.0 Risk Management Approach

The key to a successful Program Risk Management process is for program risk to be formally discussed, identified, documented, tracked and reported, by the Program Team, in a consistent and structured way using a recognized and common language.

This PMP section is set at the Program level, providing a Program-wide threats and opportunities management process by which risks will be identified and assessed, including their impacts on defined impact categories. Furthermore, this PMP section establishes risk treatment and control strategies for reporting risks relevant to the Program objectives throughout the Program lifecycle and on all RM hierarchy levels.

2.1 AVCIP Risk Management Principles

For RM to be effective, the Program will comply with the principles listed below, acknowledging RM:

- Creates and protects value
- Is an integral part of organizational process
- Is part of decision making
- Explicitly addresses uncertainty
- Is systematic, structured, and timely
- Is based on best available information
- Takes human and cultural factors into consideration
- Is transparent and inclusive
- Is dynamic, iterative, and responsive to change
- Facilitates continual improvement of the organization

2.1.1 Risk Management Principles Application

RM principles will be integrated into:

- Strategic planning
- Program strategy
- Business planning
- Policy development
- Program management objectives, plan/planning, scope statement, definition documentation, delivery plans
- Project objectives, plan/planning, scope statement, definition documentation, delivery plans
- Management systems
- Activities
- Day-to-day decision making

2.2 Program Risk Management Framework and Process

To have best practices in place, the RM framework and process are based on:

- ISO 31000:2009 (Principles and Guidelines on Implementation)

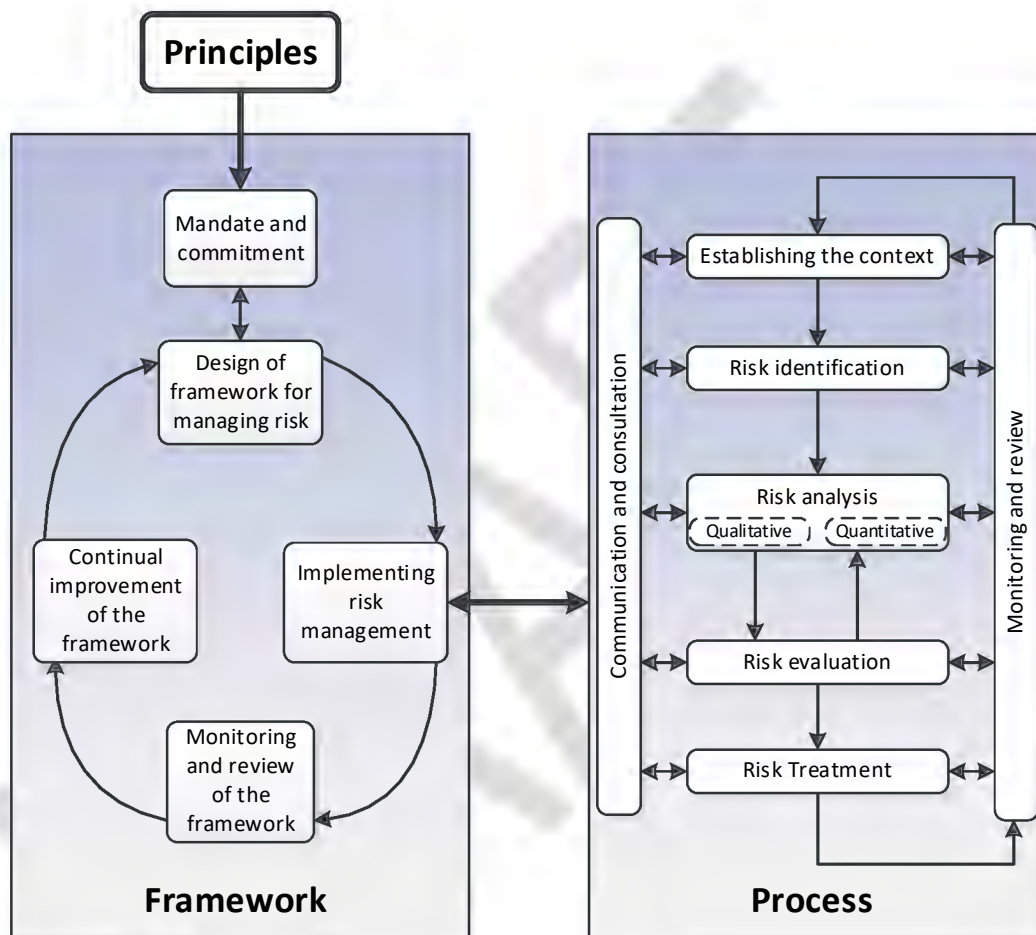
Further supporting guidance, from which the process was tailored, can be found in:

- Association for Project Management (APM); Project Risk Analysis and Management Guide 2nd Edition, 2010

- Project Management Institute (PMI); Project Management Body of Knowledge (PMBOK), 5th Edition, 2013, Chapter 11.

The combination of these standards and supporting guidance forms the Program RM framework. A review of ISO 31000 and the supporting documentation was conducted by the Program Risk Manager to validate that the Program's RM framework and process are based on ISO 31000 as shown in **Figure 2-1** below.

FIGURE 2-1: RISK MANAGEMENT FRAMEWORK AND PROCESS



2.2.1 Mandate and Commitment

For principles of RM to be effective, it is imperative that the Program Team has a strong and sustained commitment to RM. This includes the following actions:

- Align Program culture and objectives with RM principles and objectives
- Designate roles and enforce responsibilities for RM at project and Program levels
- Allocate adequate resources to RM
- Communicate benefits of RM to stakeholders
- Align RM framework appropriate to the context of the Program
- Ensure the Program and associated projects have established escalation criteria for risk treatment
- Ensure assigned contingency is commensurate with the associated project risk level

2.2.2 Designing the Framework for Managing Risk

2.2.2.1 External Context

External context risk can arise from entities, agencies and initiatives over which the Program has no control.

2.2.2.1.1 Program Stakeholders

The Stakeholder Management Section in the AVCIP PMP contains a description of key stakeholders that may influence the risk profile of one or more projects.

2.2.2.2 Internal Context

Internal program context defines the environment, which encompasses risk attitude (tone at the top of the organization) of the Program and sets the basis for how risk is viewed and addressed.

A prioritized list of Program objectives can be found in the AVCIP Program Management Plan section 2.

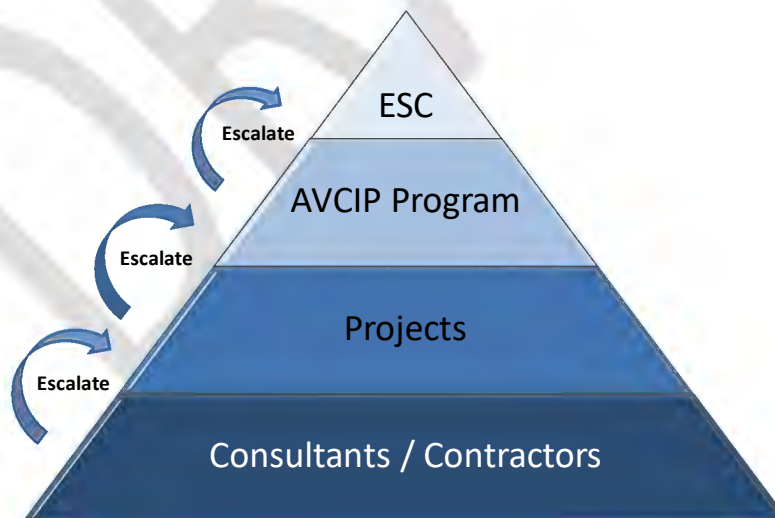
2.2.2.2.1 Risk Management Philosophy and Policy

RM philosophy is to provide capabilities to identify, assess, and manage the full spectrum of risk, and to enable staff and stakeholders at all levels to better understand and manage risk.

2.2.2.2.2 Risk Governance

The RM governance structure provides a mechanism for communication, oversight, and guidance on all RM issues. Considering the complexity of the Program and structure within the Project, the risk governance hierarchy and structure will provide the appropriate channels in which risk data and information flows inside and outside the Program. **Figure 2-2** shows the levels of risk hierarchy including the Executive Steering Committee (ESC), AVCIP Program, AVCIP-related Projects, and Consultants/Contractors. Risks may be escalated and/or communicated up the hierarchy, which will proactively manage down. See Section 3.5.4 (Risk Escalation) in this document.

FIGURE 2-2: RISK MANAGEMENT LEVELS OF HIERARCHY



2.2.2.3 Risk Appetite and Tolerance

The Program will express risk appetite and tolerance in the same terms as those used in assessing risk. Specific risk criteria can be found in the Program Probability-Impact Matrix.

2.2.2.4 Roles and Responsibilities

Roles, responsibilities, accountabilities, and competencies of RM resources required to establish the Program risk governance structure are described in **Table 2-1** below.

TABLE 2-1: RISK MANAGEMENT ROLES AND RESPONSIBILITIES

Position and Competency	Responsibility and Accountability
Aviation Managing Director	<ul style="list-style-type: none"> Establish AVCIP Program risk tolerance and appetite Promote the Program RM principles Establish RM policy Own and approve the Program Risk Register
Director, Facilities & Capital Programs	<ul style="list-style-type: none"> Promote the Program RM principles Provide necessary AVCIP resources available to meet RM objectives and targets.
Executive Program Manager	<ul style="list-style-type: none"> Promote the Program RM principles Present the Program Risk Register and recommendations to Executive Steering Committee
Program Risk Manager	<ul style="list-style-type: none"> Provide vision and leadership in driving best RM practices. Develop and review RM policy, plans, manuals, procedures, forms, guidance, tools, and systems Monitor compliance with the RM policy, management plans, manuals, procedures, forms, guidance, tools, and systems Evaluate the effectiveness of current RM process, including the effectiveness of controls and other risk treatment actions Ensure and enforce RM governance is consistent and adhered-to across all AVCIP projects Conduct quantitative risk analysis (cost and/or schedule based) as appropriate Make recommendations for adjusting contingency based on quantitative results Confirm accurate and timely reporting of risks to senior management Oversee and approve measurement methodologies and monitor their application Develop and deliver RM training to the Program Team and Project Managers (PMs) Provide recommendations for improvement Facilitate Program risk workshops
Program Risk Manager	<ul style="list-style-type: none"> Manage the Program risk register Conduct QSRA and QCRA in support of Program Controls

Project Managers	<ul style="list-style-type: none"> • Primary contact for project level RM and ensures AVCIP RM governance is followed at the project level • Owns and manages the project Risk Register. • Participates in Program and project level risk workshops. • Ensures appropriate resources are dedicated to the RM process at the project level as appropriate • Assigns risks to project team members best able to manage the risk • Reviews project risk mitigation plans to ensure completeness • Monitors and controls risks throughout project lifecycle. • Escalates, communicates and reports RM information to the program level as required
Risk Owners	<ul style="list-style-type: none"> • Responsible for creating and overseeing execution of treatment plans for assigned risks (i.e. PM for assigned risk(s)) • Assign treatment plan actions to Risk Action Owners when treatment plans are developed • Oversees Risk Action Owners and ensures actions are completed on time • Usually, the risk owner is the individual who is most knowledgeable about the risk
Action Item Owners	<ul style="list-style-type: none"> • Responsible for executing treatment action items as per the risk treatment plan • Reports status of action item to risk owner • Reports any new risks generated by execution of action items • Risk Action Owners may not be of the same organization as the risk owning organization

2.2.2.5 Risk Management Board (RMB)

RMB serves as the committee that provides senior management for the RM program. The RMB typically consists of the roles listed in Table 2-2 below.

TABLE 2-2: RISK MANAGEMENT BOARD PARTICIPANTS AND ROLES

Participants	Role
Aviation Managing Director	P
Director, Facilities & Capital Programs	R
Executive Program Manager	CR
Capital Program Planning Manager	P
Program Controls Manager	R
Program Risk Manager	FR
Program Design Manager	P
Program Construction Oversight	P
AVCIP Project Manager(s)	P
AVCIP Construction Manager(s)	P

Risk Owners	P
C = Chairperson	
F = Facilitator	
R = Required	
P = Participate as Needed	

The RMB meets monthly (or as deemed necessary by the members). Formal Minutes are recorded. All risk-related documentation to be reviewed at the RMB meeting is provided in advance for review (KPIs, risk register, plan/procedure proposed changes, etc.)

2.2.2.6 Risk Management Training and Awareness

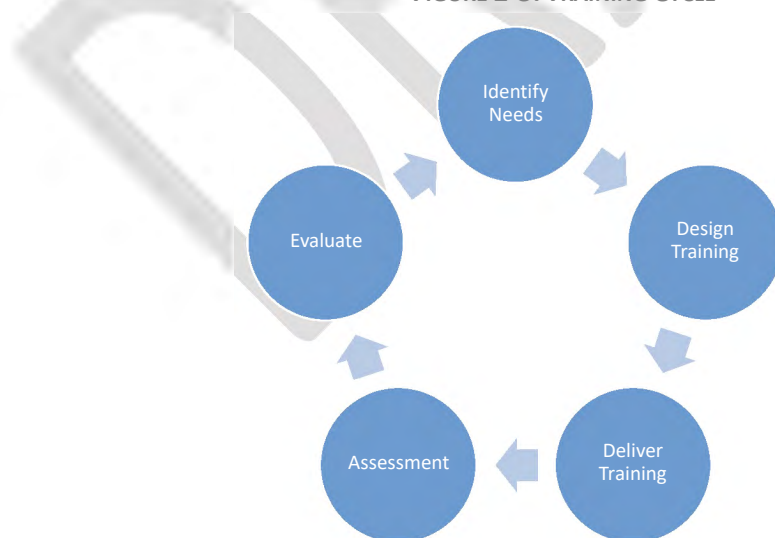
RM is a key component of the Program's culture and is necessary to ensure the Program and projects are completed on time and within budget. It is therefore important that a proactive culture of integrated RM is accepted and adopted.

RM training and awareness will be provided with the intent to:

- Develop Program-wide risk awareness culture.
- Develop a coordinated plan to communicate the benefits of RM and clear accountability for managing risk.
- Engage Program team and stakeholders in developing an effective RM approach.
- Develop RM capabilities.
- Develop competence framework for RM and provide training to support this.

For selecting and implementing training to close the gaps between required and existing competence, the Risk Manager will monitor the stages illustrated in **Figure 2-3** below.

FIGURE 2-3: TRAINING CYCLE



2.2.3 Implementing Risk Management

RM will be implemented by ensuring the RM process outlined in Section 3.0 Risk Management Process is applied at the Program and project levels.

2.2.4 Monitoring and Reviewing the Framework

RM framework is a living framework that will be updated, documented, monitored, and calibrated to achieve highest potential benefits, as follows:

- Once a year, the RMB reviews the RM framework.
- Executive Program Manager and Program Risk Manager review required level of RM robustness at each Program stage-gate or annually (whatever comes first) and make adjustments to the level of RM commitment and resources required for the next Program phase.

2.2.5 Continual Improvement of the Framework

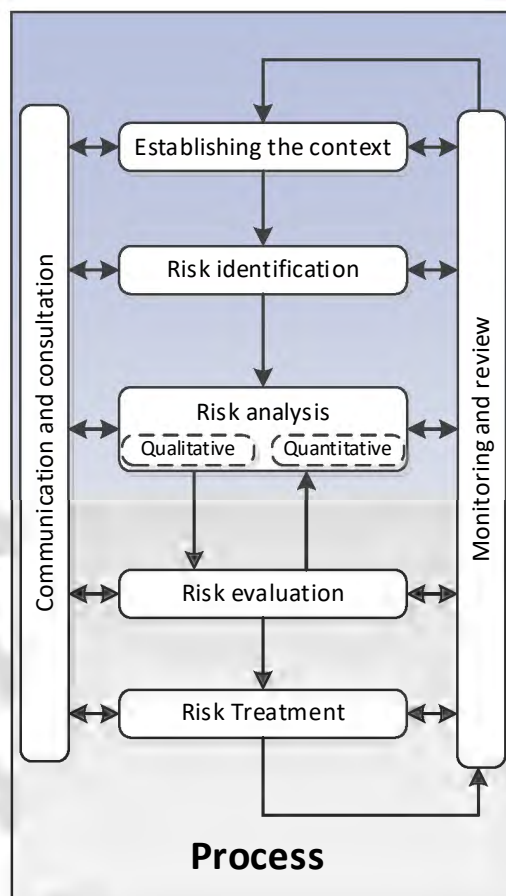
Based on results of monitoring and reviews, decisions will be made on how the RM framework, policy, and plan can be improved. These decisions lead to improvements in the organization's RM and its RM culture.

3.0 Risk Management Process

The recurring RM activities, depicted in **Figure 3-1** below, must be implemented for the RM process to be:

- An integral part of management
- Embedded in culture and practices
- Tailored to business processes of the organization

FIGURE 3-1: RECURRING RISK MANAGEMENT ACTIVITIES



3.1 Establishing the Context

Establishing the context process involves setting criteria for which risks will be analyzed and prioritized. These criteria form a common ground across the entire program such that RM is consistently implemented and reported.

3.1.1 Risk Breakdown Structure

Risk categories are defined risk groupings that help organize consistent identification, assessment, measurement, and monitoring across risks. Using consistent risk categories across the Program enables risks to be aggregated to determine their overall impact to the Program. **Table 3-1** lists the Risk Categories and the Risk Breakdown Structure.

TABLE 3-1: RISK BREAKDOWN STRUCTURE

Risk Category	Risk Breakdown
1. TECHNICAL RISK	<ul style="list-style-type: none"> 1.1 Scope definition 1.2 Requirements definition 1.3 Estimates, assumptions & constraints 1.4 Technical processes 1.5 Technology 1.6 Technical interfaces 1.7 Design 1.8 Performance 1.9 Reliability & maintainability 1.10 Safety 1.11 Security 1.12 Test & acceptance
2. MANAGEMENT RISK	<ul style="list-style-type: none"> 2.1 Program/portfolio management 2.2 Project management 2.3 Operations management 2.4 Organization 2.5 Resourcing 2.6 Communication 2.7 Information 2.8 Environmental, Health, and Safety 2.9 Quality 2.10 Reputation
3. COMMERCIAL RISK	<ul style="list-style-type: none"> 3.1 Contractual terms & conditions 3.2 Procurement 3.3 Suppliers & vendors 3.4 Subcontracts 3.5 Client/customer stability 3.6 Partnerships & joint ventures
4. EXTERNAL RISK	<ul style="list-style-type: none"> 4.1 Legislation 4.2 Exchange rates 4.3 Site/facilities 4.4 Environmental/weather 4.5 Community 4.6 Regulatory 4.7 Political 4.8 Country 4.9 Social/demographic 4.10 Pressure groups

3.1.2 Probability Impact Matrix

3.1.2.1 Likelihood Scale

The following scale (**Table 3-2**) is to be used when qualifying the probability of a risk. Likelihood can be expressed as an annual frequency or the more relative probability over the life of the project.

TABLE 3-2: LIKELIHOOD SCALE

Probability Descriptor	Definition
Almost Certain	Likely to happen more than once during program duration In 'reactive' mode Probability: >70% Frequency: could occur within "days to weeks"
Likely	Likely to happen at least once during program duration Frequency: could occur within "weeks to months" Probability: 51% up to 70% Balance of probability the risk will occur
Possible	Could happen during program duration May occur, but a distinct probability it won't Probability: 31% up to 50% Frequency: could occur within "months to years"
Unlikely	Unlikely to happen during a single program execution May occur, but not anticipated Probability: 10% up to 30% Frequency: could occur within "years to decades"
Rare	Unlikely to happen during repeated program executions Occurrence requires exceptional circumstances Probability: < 10% Frequency: could occur within "decades to centuries"

3.1.2.2 Impact Descriptors

The following are descriptors used for qualifying impacts (from high impact to low impact):

- Catastrophic
- Major
- Moderate
- Minor
- Insignificant

3.1.2.3 Impact Categories

Based on risk tolerance and internal/external context of the Program, the following categories were identified as having the greatest impact to the Program:

- Cost
- Time
- Safety
- Security
- Operations
- Quality/Performance
- Public Perception

3.1.2.4 Impact Criteria

Each project of medium and high complexity must create a Project Probability-Impact (P-I) Matrix. To ensure scalability, once the baseline budget and schedule have been established, the percentages in Cost and Schedule below will be converted to specific currency and duration.

TABLE 3-3: IMPACT CRITERIA

	Insignificant	Minor	Moderate	Major	Catastrophic
Cost	Event resulting in <=1% of approved program budget increase Program: < \$50M cost increase	Event resulting in > 1 % to 3% of approved program budget increase Program: \$50 to < \$200M cost increase	Event resulting in > 3% to 5% of approved program budget increase Program: \$200M to < \$400M cost increase	Event resulting in > 5% to 10% of approved program budget increase Program: \$400M to < \$800M cost increase	Event resulting in > 10% of approved program budget increase Program: > \$800M cost increase
Time	Event resulting in <=1% of critical path increase Program: < 1 month delay to critical path	Event resulting in > 1 % to 3% of critical path increase Program: 1 month to <3 month delay to critical path	Event resulting in > 3% to 5% of critical path increase Program: 3 to <6 month delay to critical path	Event resulting in > 5% to 10% of critical path increase Program: 6 to <12 month delay to critical path	10% of critical path increase Program: > 12 month delay to critical path
Safety	Injury requiring medical professional first aid but resulting in no lost time.	Recordable incident to member of the AVCIP Program team	Recordable incident to member of community outside the AVCIP Program team	Single fatality or multiple serious injuries (injury e.g. Loss of limb, possibly life threatening, but with significant impact on individual)	Multiple fatalities
Security	TBD	TBD	TBD	TBD	TBD
Operations	Loss of operational capabilities in an isolated area for less than 4 hours	Loss of operational capabilities in an isolated area for 4 to 24 hours or across multiple areas for less than 4 hours	Loss of operational capabilities in an isolated area for 1 - 3 days or across multiple areas for 4-24 hours	Loss of operational capabilities in an isolated area for greater than 3 days or across multiple areas for 1-3 days	Loss of operational capability across multiple areas for greater than 3 days
Quality / Performance	Slight system performance shortfall in isolated area. Low importance defect Shortfall is not noticeable	Small system performance shortfall in specific areas. Quality and finish limitations which can be easily recovered. Medium importance defect Customer notices shortfall, but satisfaction is high	System performance shortfall in multiple or general areas. Quality and finish degradation, which can only be recovered with dedicated effort. High importance defect Customer satisfaction is moderate	System performance well below acceptable limits. Serious quality and finish degradation to the extent that it can only be recovered with significant non-standard effort. Urgent defect Customer satisfaction is low	System performance unacceptable across multiple areas. Service quality and finish reduced to the extent that there is no practical recoverability to specified levels. Emergency or safety related defect. End product is unusable
Public Perception	Public Relations issues can be resolved at local management level. No media or external interest.	Public Relations issues, public or media interest can be resolved at organizational level.	Public Relations issues at local level. Public or media or local Government criticism.	Public Relations issues at national level. Adverse public, media or national Government attention.	Public Relations issues at international level. Public or media outcry with negative international coverage.

3.1.2.5 Risk Rating Calculation

Risk rating is the process of calculating a rating number based on the values assigned to the Likelihood of the occurrence of an event and the value assigned to the level of Impact if it was to occur. Risks are assessed on impact categories. When assigning an impact rating to a risk, assign the rating for the highest consequence anticipated. For example, if any one of the criteria for a rating of 5 is met, then the impact rating assigned is 5 even though other criteria may fall lower in the scale.

The Risk rating is based on the likelihood multiplied by the highest impact score, therefore taking into account the worst-case scenario.

Total Risk Rating = intersection of Probability and Impact

TABLE 3-4: RISK RATING DEFINITION

Risk Rating		Impact				
		Insignificant	Minor	Moderate	Major	Catastrophic
Probability	Almost Certain	11	16	18	23	25
	Likely	5	12	17	20	24
	Possible	4	7	13	19	22
	Unlikely	2	6	9	14	21
	Rare	1	3	8	10	15

3.1.2.7 Risk Level Criteria

Risk Level takes the risk rating and groups risk into Low, Medium or High risks. The following table defines Risk Levels for given Risk Ratings:

TABLE 3-5: RISK LEVEL DEFINITION

Risk Level	Risk Rating
High (Avoid/Mitigate/Transfer)	18-25
Medium (Avoid/Mitigate/Transfer)	9-17
Low (Subject to Acceptance)	1-8

3.1.3 Risk Register

A risk register lists all risks identified through the RM process. The risk register is a live management tool, which is regularly updated through the risk review process. Risks may be added and removed, rerated and adjusted, as appropriate.

Currently, the risk register is maintained on MS Excel spreadsheets located on the Program SharePoint site until such time that a risk management tool/system is implemented.

The Risk Register will include the following for each identified Risk:

- Risk Identification
 - Unique Identification Number
 - Risk Status (Open/Closed)
 - Risk Type (Threat/Opportunity)
 - RBS Element
 - Phase of Impact
 - Risk Event (There is a risk that...)
 - Risk Cause
 - Risk Effect
 - Risk Owner (person)
- Qualitative Assessment (Pre-Treatment)
 - Probability (Score 1-5)
 - Cost Impact (Score 1-5)
 - Time Impact (Score 1-5)
 - Safety Impact (Score 1-5)
 - Security Impact (Score 1-5)
 - Operations Impact (Score 1-5)
 - Quality/Performance Impact (Score 1-5)
 - Public Perception Impact (Score 1-5)
 - Risk Rating (derived from PI Matrix)
 - Risk Level (calculated from Risk Rating)
- Quantitative Assessment
 - Probability (percentage)
 - Cost Impact (\$)

- Minimum (Best Case)
 - Most Likely
 - Maximum (Worst Case)
 - Schedule Impact (business days)
 - Minimum (Best Case)
 - Most Likely
 - Maximum (Worst Case)
 - Total Cost of Impact (\$) [calculated from cost and schedule * Time Related Overhead (TRO)]
 - Minimum (Best Case)
 - Most Likely
 - Maximum (Worst Case)
 - Rationale (basis of quantitative estimate)
- Risk Treatment
 - Treatment Strategy (Avoid/Transfer/Mitigate/Accept)
 - Treatment Plan Summary
 - Contingency Plan (if risk were realized)
 - Treatment Plan (detailed)
 - Action ID
 - Action Status
 - Action Name
 - Action Description
 - Action Owner
 - Baseline Start Date
 - Forecast Start Date
 - Actual Start Date
 - Baseline Finish Date
 - Forecast Finish Date
 - Actual Finish Date
 - Administrative
 - Comments / Notes

3.2 Risk Identification

The risk identification process identifies risks that may have a positive or negative impact on Program objectives using common language, criteria, and processes developed in the established context. When identifying risks, it is important to understand and document factors that could trigger risk events, as well as possible consequences. Identifying risks and possible triggers and consequences is a first step in understanding the risk exposure. This process specifies what can happen, where, when, why, and how. At this stage in the framework, the primary concern is to identify as many risks as possible, as well as their sources and impacts.

3.2.1 Risk Identification Methodology

Various methodologies for identification of potential risks should include, but not be limited to, workshops, brainstorming and desktop studies. Further guidance on these and more sophisticated tools are explained in ISO/IEC 31010 and in RM-MAN-022 (Risk Identification Methodologies).

Workshops and periodic management meetings will be the primary method of risk identification, conducted with full participation of all key members (i.e., cross-discipline workshops, with outside multidisciplinary experts, where necessary).

At the Program level, a workshop must be held at least quarterly.

At the project level, at least one workshop will be held at the start of each project stage including at project start. The Project Manager will verify that risk workshops are held as required.

The outcome of these workshops, at a minimum, will include the following:

- Updated risk register
- A plan for follow up on all agreed actions.

At the project level: A new risk can be identified by any Program team member or AVCIP stakeholder by using the Risk Identification Form (Exhibit A – Risk Identification Form). Newly identified risks will be reported to the Project Manager for entry into the project risk register. The Project Manager will allocate the risk to a Risk Owner that can best bear the risk.

At the program level: If anyone on the Program Management Leadership Team (PMLT) recognizes a project level risk that is systemic across all projects, they must recommend to the Program Risk Manager to escalate the risk. The Executive Program Manager makes the decision to accept the risk into the Program Risk Register based upon available resources (including budget) to treat the risk.

The Program Risk Manager will analyze risks across the projects looking for aggregate risk. These risks may be insignificant at the project level; however, when combined with other projects, becomes much more significant at the program level.

3.2.2 How to State Risks

It is extremely important that the risk statement is clearly defined. Assume the reader may or may not understand the project, business, and/or the risk in question.

A good risk statement must be unambiguous, which will generate a common and improved understanding of the risk as well as support effective assessment and management of the risk.

In describing risks, avoid:

- Stating impacts, which may arise as being the risks themselves
- Including risks that do not impact objectives
- Including risks that are simply the converse of the objectives

To avoid poor expressions of the risk, the risk statement should encompass three key elements:

- **Uncertain event:** What could occur, uncertain set of circumstances, area of uncertainty
- **Its cause:** Trigger, source, factor contributing to risk occurring or increasing likelihood of occurring
- **Its effect:** Consequence, impact, effect on objectives

The three elements of the risk statement can be stated in any order, depending on how the information is to be used. However, it is recommended that the risk (uncertain event) be placed at the beginning to enable the reader to quickly understand the major risk detail.

Understanding the most important cause will help formulate best possible actions to manage uncertainty. For example, targeting controls and treatments to address the root cause instead of the symptom.

Understanding the most important effect will help identify an appropriate contingency plan in case the risk is realized.

In addition to the risk statement (event, cause and effect), risk descriptions must be used. The risk description explains context and further information around the event, cause and/or effect.

Carefully structured and well-thought-out risk descriptions can provide an important contribution. Effective RM requires the sources of each significant risk be understood in a way that facilitates the identification of proactive responses. Risk descriptions include:

- A statement of the underlying circumstances that expose the project to risk
- Factors that could make a difference as to whether the risk occurs
- Extent of risk impact/benefit, should the risk occur
- A description of consequences

3.2.3 Risk Ownership

At the Program Level, the Program Risk Manager will coordinate with the Executive Program Manager for assignment of risk ownership. Risk ownership may be reassigned for those risks that have been escalated to the Program level from a project.

At the project level during identification, the Project Manager will assign an appropriate risk owner. The risk owner should have knowledge and authority to appropriately treat the risk.

3.2.4 Risk Identification Output

An output from the risk identification process is the risk register. The results of initial and follow-up risk identification exercises will be recorded in the risk register.

3.3 Risk Analysis

The objective of risk analysis is to develop an understanding of the risk.

The Risk Analysis process seeks to understand the impact magnitude of a risk event, as well as the likelihood of those impacts occurring. Assessing the magnitude and likelihood of possible impacts will enable the PMLT to prioritize and aggregate its risks in the Evaluation phase, and hence its risk treatments in a way that focuses on those risks that pose the greatest threats in achieving objectives.

Risk analysis involves identifying and documenting the pertinent information regarding a risk. This element involves a qualitative root cause identification to understanding cause-effect relationships, a key to proactive decision-making.

3.3.1 Qualitative Risk Assessment

Risk identification is an input to qualitative risk assessment. Risks are assessed by defining probability of occurrence and corresponding impact to the defined impact categories.

During monthly risk review meetings, the RMB will qualify newly identified risks via the probability impact matrix. The probability of occurrence is estimated as well as potential impacts across one or more impact categories. The resulting risk rating is derived from the intersection of probability and impact. At this point, the associated risk level can be determined.

3.3.2 Quantitative Risk Analysis (QRA)

Quantitative risk analysis attempts to assign numeric values to risks, either by using empirical data or by quantifying qualitative assessments through estimation procedures. Two quantification processes shall be used to satisfy two different objectives. First, a quantitative process will be used to generate single point estimates for probability and cost impact such that contingency amounts can be created or justified. The second quantitative process will be used when creating execution plans for changes and new projects to incorporate risk and uncertainty into the plan, thereby adding realism and confidence.

3.3.2.1 Determining Contingencies

The purpose of QRA in this instance is to create and/or justify contingencies for each project. Since QRA takes time and effort to adequately accomplish, not all risks justify the need for QRA. At a minimum, deterministic QRA should be carried out for identified risks from the Qualitative Risk Assessment with Risk Level of High or Medium with a Major or Catastrophic/Exceptional impact as shown in **Table 3-6** below.

TABLE 3-6: QRA REQUIREMENTS

Risk Level	QRA
High	All High-level risks
Medium	Only risks with Major & Catastrophic Impacts

Note: Risk with a High Impact and Low Probability E.g. Crisis Risks, Emerging Risks or Black Swans, which cannot be mitigated should not be considered for Quantitative Risk Analysis. These risks are typically handled contractually during Construction Procurement.

The Program Risk Manager shall create the probabilistic model that will progress through Monte Carlo simulation. The Program Controls Manager will provide resources to perform estimates to support the stochastic model.

Quantitative Cost Risk Analysis (QCRA) for the purpose of contingency calculation will be initiated in the Concept Design stage and continue in Detailed Design through Construction Procurement up through contract execution.

3.3.2.2 QRA for Planning

In order to create a more realistic plan for new efforts (i.e. changes, new projects, etc.), a probabilistic schedule can be created, which incorporates uncertainty and risk.

The result is that the total duration of the project is portrayed as a distribution curve with corresponding probabilistic certainties (i.e. confidence levels). A sensitivity analysis can also be conducted to determine the key elements that are main drivers of uncertainty. This type of analysis is called Quantitative Schedule Risk Analysis (QSRA).

It is the Program Manager's discretion based on the Program Risk Manager's recommendation whether or not to conduct QSRA.

3.3.2.3 QRA Tools

- Oracle Crystal Ball will be used for QCRA
- Oracle Primavera Risk Analysis will be used for QSRA

3.4 Risk Evaluation

The objective of the Risk Evaluation process is to prioritize risks for treatment.

The Risk Evaluation process uses understanding of risk obtained by risk analysis to rank and priorities risks. It is too expensive or ineffective to respond to all risks. The Program team needs to know which risks are most critical and prioritize accordingly.

Whereas the Risk Analysis step looked at individual risks, the Evaluation step considers the entire risk portfolio in order to take a number of factors into consideration when prioritizing for treatment. The Evaluation step is also used as a 'gut check' to determine if the Program Risk Manager needs to revisit the Risk Analysis step due to inconsistencies in individual risk ratings/levels.

The following criteria might be considered to prioritize risk:

- Risk Rating - Which risks have the highest risk rating according to the qualitative analysis?
- Proximity – How soon is the risk expected to be realized? Next week? Next month? Next Quarter?
- Recent events that might make a current treatment plan obsolete or a higher risk rating?
- Trends
- Compared to previous analysis, are the risk levels going up or down? (Is the likelihood or impact reduced by mitigation?)
- What is the progress of the implementation of the mitigation measures?
- What are the correlations, dependencies, or combined dependencies between the risks?

3.5 Risk Treatment

The Risk Treatment process seeks to identify, assess, and implement treatment options to treat risks. Risk treatment not only seeks to minimize the potential downside, but also to maximize the potential upside of opportunities. Too much treatment is as undesirable as too little. The objective is to find the right balance to optimize returns to the business by maximizing gains from opportunities, while minimizing losses from threats. Evaluation of downside risk involves consideration of nonfinancial, as well as financial impacts.

Once risks have been evaluated using the risk matrix, each risk owner will create a treatment plan for all High risks. The Program team will actively treat both High and Medium risks based on available resources.

3.5.1 Risk Treatment Strategy

Once initial risk identification and assessment have been completed the Project Manager (project level) or Executive Program Manager (program level) will determine the risk treatment strategy. Treatment of individual risks rarely occurs in isolation. Having a clear understanding of a complete treatment strategy is important to ensure that critical dependencies and linkages are not compromised.

Risk strategies are the same at the program and project level.

3.5.1.1 Avoid

Risk avoidance is the strategy to eliminate a threat altogether. The most opportune time to implement threat avoidance is prior to the start of any project activity, especially prior to contract negotiation when specifications can be modified without a change order. For example, a technical threat might be avoided by changing the specification or a subcontract threat might be avoided by removing a high-risk company from the tendering process. A proactive fallback plan must be created for this strategy, with an associated decision point identified.

However, the effectiveness of threat avoidance is limited due to its impact on project objectives (i.e. the result of eliminating some threats may be unacceptable to stakeholders). The limitation of threat avoidance reflects the fact that risk is inherent in all projects.

3.5.1.2 Transfer

Risk transfer is the strategy to pass responsibility for bearing the impact of a threat to another entity, business, or organization. Transferring risk does not reduce its potential severity. Risk transfer may result in an overall reduction to the level of project risk, if the party to whom risk is transferred is more capable of handling it. However, caution must be exercised with transfer, as the reverse is also possible: project risk may increase, if the receiving party is less able to handle the risk.

It is usually not possible or even desirable to transfer risk completely. Because of this, risk transfer requires a balanced approach that leaves a residual risk on both sides. Methods that can be employed for achieving this balance are generally contractual and include liquidated damages, risk-sharing joint ventures, warranties, performance bonds and long-term support.

Insurance is a specialized form of threat transfer that is appropriate to providing financial cover for events that are outside the project's control. Typically, threats covered will have a low probability, but high impact. Insurance plays an important role in financial planning, by allowing contingencies to be operated at a level that does not have to include provision for disaster.

3.5.1.3 Mitigation

Risk mitigation is the strategy of implementing a series of response activities to reduce the probability and/or impact of a particular risk. Responses that reduce probability of a threat's occurrence and/or impact require that the risk be dealt with at the source and must be proactive to preserve project flexibility.

However, implementing proactive (preventative) action requires an investment of cost and management time, and should be justified through a cost/benefit analysis. The cost of performing preventative actions must be less than the reduction in the risk's estimated impact.

Any detailed mitigation plans must be estimated and approved by the PM before including in the baseline project plan (i.e., baseline cost loaded schedule). Mitigation plans will not be covered by contingency. In creating detailed response plans, the PM must ensure that the cost of mitigation is tolerable and does not exceed the cost of the risk event if it were to be realized. In addition to a detailed mitigation plan, a reactive fallback plan must also be created in the event the risk is realized before the mitigation plan is fully executed.

In creating detailed mitigation plans, the Risk Owner must assign response action owners who are responsible for executing specific activities. Detailed mitigation plans should be included in the schedule and incorporate a planned start, finish, and duration with an assigned owner and appropriate resources. The assigned owner must have the ability and authority to perform the specified response plan activity.

3.5.1.4 Accept

Risk acceptance (or retention) is the strategy that is adopted when there is not an acceptable or economically viable approach to threat avoidance or mitigation. Risks that have been accepted must have a reactive fallback plan and be actively monitored. Time impact may be managed by planning strategies that prevent high risk activities from being close to the critical path, but this is not always possible. Provisions for cost impact should be covered in project contingency. Since project circumstances are rarely static, accepted risks must be reevaluated often, as an economical or acceptable approach may become apparent. Proactive RM will be required to ensure alternative courses of action are not missed.

3.5.2 Risk Treatment Planning

Once the RMB has determined the appropriate treatment strategy for each risk, the Risk Owner will then establish a Risk Treatment Plan and present it to the RMB for approval.

A detailed risk treatment action plan includes the person responsible for implementing the risk treatment (Action Item Owners), task name, task description, start and end dates. Risk treatments are new measures undertaken to address an identified risk.

Risk treatment plans will be entered into the same MS Excel spreadsheet that contains the Risk Register. The Risk Manager will ensure the treatment plans are entered correctly and completely.

At times, Risk Owners fall into familiar thought patterns and merely repeat the list of existing controls, believing there is nothing more to be done. Alternatively, they may indicate that the implementation of their planned program/project activities constitutes mitigation of risk. The RMB will strongly encourage appropriate additional activities be done to treat these risks.

3.5.3 Monitoring Treatment Plans

A risk treatment plan monitor will:

- Update the risk register with the approved risk treatment plans.
- Update information in the risk register regarding risk treatment progress.
- Update information regarding the causes and impacts of the risks, including frequencies, probabilities, impacts, and existing controls, where applicable.
- Monitor status of risk treatment plans against agreed deadlines as recorded in the risk register. Alert responsible party if deadlines are likely to be or have been missed. Determine and implement corrective action such as reassigning work, identifying additional resources to assist with the activity, or communicating with a direct supervisor to reassign work, so that the responsible person has an appropriate amount of time to devote to assigned RM activities.
- Work with the responsible party, if a deadline is missed, to document the reason and corrective action being taken, and determine a revised milestone date.

3.5.4 Risk Escalation

A risk can be escalated from project to the Program level when the risk is determined to be systemic across the Program. In these cases, the risk is removed from the project register and added to the Program register and a new owner is assigned as appropriate.

3.6 Control Activities

Control activities are the periodic recurring activities that occur to effectively and proactively carry out risk management.

3.6.1 Recurring activities

On a weekly basis:

- At the project level: Project Managers will include Risk Management as an agenda item in their discipline and management meetings. During risk discussion, current mitigation plans will be discussed, and new risk identification is encouraged.
- At the program level: The Program Risk Manager will send emails to Risk Owners requesting status of action items that are forecasted to be done that week.

On a monthly basis:

- The Program Risk Manager will create statistics for reporting purposes to the Program Controls Manager
- The RMB will hold a risk review meeting to review the program risk register along with high project risks
- Risk owners for High risks will attend
- Mitigation plans will be updated
- New risks added and qualified
- Risks may be retired if
 - Fully mitigated and residual risk is acceptable
 - Risk is no longer valid
 - Risk has been realized and impact already occurred

3.6.2 Quality Management and Internal Audit

To integrate internal control in the Program RM framework, all risks and control activities will be captured and updated in the risk register for future audit by Internal Audit as per the responsibilities of that role.

3.7 Communication

Risk communication is described as a separate component in the Program RM framework; however, it is an essential activity throughout the life of RM.

On a monthly basis, the Project Managers will report any change in status of the project risk register. Any high-level risks identified will be reported to the Program Risk Manager immediately.

The root data for RM reporting will be the current risk register, including trends from previous versions of the risk register as compared to the current register. The Risk Manager will report KPIs and metrics on a monthly basis to the Program Controls Manager for inclusion into the monthly reporting format.

3.8 Monitoring and Review

Monitoring is managing risk information as a regular practice. Risks undergo change and can require revision in their description and ranking. New risks appear. Current risk material may require striking through, closing (but not deleting), and/or archiving. Therefore, the Program team will:

- Routinely update risk information by using the risk register as a standard agenda item in progress meetings.
- Use the risk register to track implementation of mitigation strategies and resultant impacts on risk ratings. The risk register becomes a valuable communication tool by informing the team on the progress or lack of progress, and any additional resources required.
- Review existing controls and additional controls if they are still in place and effective. If not, then reassess the risk.
- Risks can be closed only when the activity is completed, the responsibility of managing such risk is no longer with the Program or project, or the risk is eliminated. A check can easily be done, by asking the question; if the risk materializes, will the Program/project be affected? If yes, the risk remains open. If no, then close the risk.

3.8.1 Updates

On an annual basis, the Program Risk Manager will review the current RM plan/processes and update them, as appropriate, based upon changes to internal and/or external context of the Program.

Exhibit A – Risk Identification Form

Risk Identification Form

Project(s)

Originator

Date

Proposed Risk Owner

Risk Title

Risk Number

Category

Date Added to Register

Risk Event/Description:

Cause:

Effect:

Initial Qualitative Assessment:

Likelihood

Cost Impact

Time Impact

Safety Impact

Security Impact

Operational Impact

Quality/Performance Impact

Public Perception

		Impact					
		1 Negligible	2 Minor	3 Moderate	4 Major	5 Catastrophic	
Probability	<1%	5 Almost Certain	55	55	55	55	55
	1-10%	4 Very Likely	45	45	45	45	45
	11-50%	3 Possible	35	35	35	35	35
	51-90%	2 Unlikely	25	25	25	25	25
	>10%	1 Rare	15	15	15	15	15

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How to State RISKS

It is extremely important that the risk statement is clearly defined. Assume the reader may or may not understand the project, business, and/or the risk in question.

A good risk statement must be:

- Clear
- Comprehensible
- Unambiguous

A good risk statement will:

- Generate a common and improved understanding of the risk
- Support effective assessment and management of the risk

In describing risks, avoid:

- Stating impacts, which may arise as being the risks themselves
- Including risks, which do not impact objectives
- Including risks, which are simply the converse of the objectives

To avoid poor expressions of the risk, the risk statement should encompass three key elements (Figure 3-2):

- **Uncertain event:** What could occur, uncertain set of circumstances, area of uncertainty
- **Its cause:** Trigger, source, factor contributing to risk occurring or increasing likelihood of occurring
- **Its effect:** Consequence, impact, effect on objectives

Elements of a Risk Statement



Risk Statement Example

Risk Statement Element	Leading/Linking Words	Example
Uncertain event	There is a risk that	Materials might not be available at the site to support the path of construction
Risk cause	As a result of	Limited space at site for staging material
Risk effect	Which may lead to	Lower productivity – increased cost and schedule delays

The three elements of the risk statement can be stated in any order, depending on how the information is to be used. However, it is recommended that the **Risk** (uncertain event) be placed at the beginning to enable the reader to quickly understand the major Risk detail.

If **risks** are not managed well, there are likely to be consequences for the objectives and performance of the CD Program or project.

Understanding the most important **cause** will help formulate best possible actions to manage uncertainty. For example, targeting controls and treatments to address the root cause instead of the symptom.

Understanding the most important **effect** will help identify an appropriate contingency plan in case the risk is realized.

Carefully structured and well thought-out risk descriptions can provide an important contribution. Effective RM requires the sources of each significant risk be understood in a way that facilitates the identification of proactive responses. Risk descriptions include:

- A statement of the underlying circumstances that expose the project to risk
- Factors that could make a difference as to whether the risk occurs
- Extent of risk impact/benefit, should the risk occur
- A description of consequences

Attachment C

LAWA Metrics Example



LAWA METRICS EXAMPLE

Planning & Development Group (PDG) Key Performance Indicator (KPI) reporting will be structured on a multi-tier basis:

1. CIP Status Report = information needed by C-level (Chief Executive Officer, Chief Operating Officer, Chief Development Officer and Chief Financial Officer) executives to evaluate the implementation status and performance of the capital improvement plan (CIP).
2. PDG Tier 1 KPI's = information needed by C-level executives to ascertain the general health of projects in delivery (i.e.: design, construction, and closeout) with regards to: cost, schedule, safety/quality, and contract requirements.
3. PDG Tier 2 KPI's = additional information needed by LAWA and PDG Executive Management to identify and diagnose performance deviations for projects in delivery.

The overarching objective of each KPI would be to increase the accuracy of PDG's current and future performance commitments. KPIs should not only give early warning of potential issues on current projects, but also serve as feedback to inform projections for future projects and for the capital program.

CIP Status Report

Reporting Frequency:	Semi-annual
Audience:	LAWA C-level / BOAC
Series:	C1-## and C2-##

CIP KPI's will focus on providing a clear and consistent window into the overall performance, administration, and status of the BOAC-approved CIP. With the holistic perspective in mind, this report will span all stages of the project—planning, design, construction, and closeout—while also identifying which projects are “on deck” and reporting on whether or not project objectives were achieved. Reporting metrics will be divided into two categories: 1. Global CIP performance metrics, and 2. Program- and Project-specific CIP metrics.

Global CIP Performance Metrics (C1-##)

1. Program Status Distribution
 - a. Represents: the percentage of CIP projects in each phase (e.g. planning, design, construction, closeout, complete and on deck)
2. Actual Expenditures vs. Planned Expenditures
 - a. Measures: Fiscal Year expenditures against forecasted expenditures
3. CIP Contingency Consumption (% of total) vs. CIP Time Elapsed
 - a. Measures: The percentage of CIP contingency encumbered (not necessarily committed or expended) via approved CIP budget revisions vs. time elapsed.
4. % PDG Program Overhead Expenditures vs. Budget
 - a. Measures: The percentage of PDG Program Overhead expenditures vs. the CIP budget
5. CIP Schedule Variance
 - a. Measures: The percent variance between the forecasted completion of the CIP and the original CIP planned completion
6. Milestone Turnover Rate
 - a. Measures: the average variance between the forecasted turnover date (for CIP milestones) and the actual turnover date

LAWA METRICS EXAMPLE

Program- and Project-Specific CIP Metrics (C2-##)

1. % of Approved Budget Changes vs. CIP Baseline Budget (CIP Contingency Consumption)
 - a. Measures: Program and project variance to the approved CIP budget
 - b. This metric is important to represent at the global, program, and project levels in order to identify trends of contingency usage, and to use that information to inform forecasts for projects in planning and on deck.
2. Actual Expenditures vs. Planned Expenditures
 - a. Measures: Fiscal Year expenditures against forecasted expenditures
3. Current Project Estimate or Estimate at Completion (EAC) vs. Approved CIP Budget
 - a. Measures: The potential Contingency Consumption of the project relative to the approved CIP budget
 - b. This KPI should be viewed as an early alert of potential encumbrances (or refunds) of CIP contingency
4. Projected Schedule Variance to Planned Construction Award
 - a. Measures: The capacity of teams to meet release deadlines for development projects
 - b. Critical metric for supplemental or complementary IT and CDG projects which have the capacity to impact overall program delivery
5. Project Criticality within the CIP Schedule
 - a. Measures: How far off the project is from the CIP critical path
 - b. Will require the development of a “tiered” categorization of criticality for instances where a project might have multiple milestones affecting the CIP critical path
6. Achievement of CIP Objectives
 - a. Represents: The number of quantitative objectives which were achieved at conclusion of the project
 - b. Dependent on the establishment of not only quantitative success criteria for each project (e.g. the project aims to increase baggage capacity to Y bags per hour), but also the means by which that criteria can be evaluated

PDG Tier 1 KPIs

Reporting Frequency: Quarterly
Audience: LAWA C-level
Series: P1-##

These KPIs will focus on providing high-level visibility into critical performance metrics for projects in delivery (for which design efforts have commenced). Each KPI will be accompanied by an explanation of any yellow or red flag, and will be supplemented with the categorization used in the Risk 4 Square matrix (i.e.: critical issue, potential issue, active management, or ongoing monitoring). The KPIs will be represented as a value for the current period, along with a chart of the values for all previous periods (in order to identify any possible trends).

1. Estimate at Completion (EAC) vs. Current BOAC Approved Budget
 - a. Measures: current budget projection against the BOAC approval
 - b. Enhanced forecasting will be integrated into Pending Trends (the present cost/budget commitment philosophy, in general, does not result in fluctuations in projects' EACs)

LAWA METRICS EXAMPLE

2. Contract Actual Work in Place (WIP) vs. Planned WIP
 - a. Measures: construction throughput rates for work completed
 - b. This KPI could be abstracted to Work in Place (WIP) % vs. Time Elapsed %
 - c. Work in Place is defined as the value of work invoiced by the Contractor through a certain period
3. Cumulative Contract Exposure
 - a. Measures: known contract exposure (approved, pending, & potential change orders) against approved contingency budget
4. Schedule Performance Part 1 (Days ahead/behind) vs. total contract time
 - a. Measures: percent variance in time (measured in Calendar Days) against the total contract duration
 - b. Enables discussion about schedule trends and appropriate levels of schedule contingency
5. Total Recordable Incident Rate vs. Program Goal
 - a. Measures: effectiveness of the safety program in preventing injuries that require medical treatment
 - b. The Total Recordable Incident Rate is = (number of recordable incidents x the total working hours in the year for 100 workers) ÷ total number of hours worked by all trade workers in the year
6. Lost Time Incident Rate vs. Program Goal
 - a. Measures: effectiveness of the safety program in preventing injuries that result in an employee not being able to return to work
 - b. The Lost Time Incident Rate is = (number of recordable incidents x the total working hours in the year for 100 workers) ÷ total number of hours worked by all trade workers in the year
7. Inspection Pass Ratio
 - a. Measures: the ratio of Inspections passed by the Contractor's team and Inspections passed by LAWA Inspection
 - b. This is a leading indicator for misalignment of the Contractor's and LAWA's Inspection team
8. Small Business Participation vs. Contract Requirement
 - a. Measures: the proportion of payments to date that are, in turn, being paid to LA City qualified small businesses
9. Local Hire achievement vs. Contract Goal
 - a. Measures: the proportion of workers employed by the project who are from LAWA-designated impact area codes

KPI's in Development:

10. PDG Soft Cost Actuals vs. Planned Soft Costs
 - a. Measures: The rate and trend of Soft Cost consumption over the life of the project
 - b. Would require having a Soft Cost projection, by month, to measure against
11. Owner Contingency Consumption versus Time % Elapsed
 - c. Measures: The rate and trend of Contingency usage over the life of the project
 - d. This metric would assume that linear consumption of contingency is an acceptable case

LAWA METRICS EXAMPLE

PDG Tier 2 KPIs

Reporting Frequency:	Quarterly
Audience:	LAWA and PDG Executive Management
Series:	P2-##

These KPIs provide a more detailed analysis of the project teams' performance, and enable diagnosis of potential/actual problems. Tier 2 metrics are leading indicators for Tier 1 KPIs; working correctly, they should generate a yellow or red flag prior to a Tier 1 KPI changing color. Similar to Tier 1, the KPIs below will be represented a value for the current period, along with a chart of the values for all previous periods (in order to identify any possible performance trends).

1. RFI Response Time
 - a. Measures: Average RFI response time versus program goals
2. Submittal Response Time
 - a. Measures: Average Submittal response time versus Contractual requirements
3. Pay Application processing time
 - a. Measures: the overall and phased processing time for pay applications against program goals
 - b. Considering splitting this metric into two different calculations:
 - i. Measuring the total process time, from draft pay application to final payment, to provide quantification of the time to reach an "approvable" invoice.
 - ii. Measuring the time from an "approvable" invoice to payment, to provide quantification of the time to process payment
4. Change Management Metrics
 - a. Measures: CM Process time for CO's, TO's, and C-letters versus program goal

KPI's in Development

5. Total Value of Trends vs. Total Remaining Contingency
 - a. Measures: the aggregate value of Potential and Pending trends against the Total Remaining Contingency
 - b. This would be an alternative or complementary metric to Tier 1 EAC vs. BOAC Budget, and critical to identifying a potential need for additional funding
6. % Unassigned Fund Committed vs. % Time Elapsed
 - a. Measures: the value of Contract contingencies, budgets, and allowances expended versus the time elapsed
 - b. Could be split into:
 - iii. % Allowance Committed vs. % Time Elapsed
 - iv. % Contractor Contingency Consumed vs. % Time Elapsed
7. Schedule completion rate
 - a. Measures: The rate of completion of activities in the schedule
 - b. Calculation would be based on duration weighting of all schedule activities, where 1 day = 1 unit. Likewise, an activity with a duration of 6 days that is 50% complete would have a value of 3 (out of a total of 6).

LAWA METRICS EXAMPLE

- c. The sum of the days completed is divided by the sum of all activity durations to generate a schedule progress % complete
- 8. Schedule Completion confidence
 - a. Measures: the likelihood of completing the project on time given schedule performance and variability recorded to date
 - b. Requires use of Primavera Risk Analysis to perform schedule Monte Carlo analysis
 - c. Actual calculation would be the percent variance between the P80 likely substantial completion date and the contractual substantial completion date
- 9. NNC Aging
 - a. Measures: time to close out NNCs against program goals

Attachment H

Delivery Method Background



Design Bid Build

Defining Attributes

Owner has 2 contracts

3 sequential phases

Design integration & quality responsibility of Owner

Most prescriptive design with 100% docs before building

Characteristics

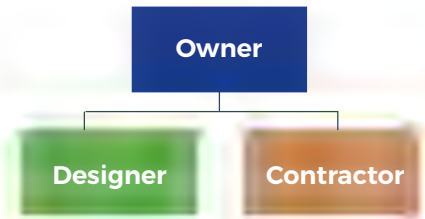
Longest schedule with sequential design and construction process

Greatest Owner design control

Highest risk profile for Owner

Schedule & cost growth potential is greatest

Contract Relationship



Construction Manager at Risk

Defining Attributes

Owner has 2 contracts

Design integration & quality responsible of owner

GC provides pre-construction services during design

Potential for phased design, bidding & construction

Characteristics

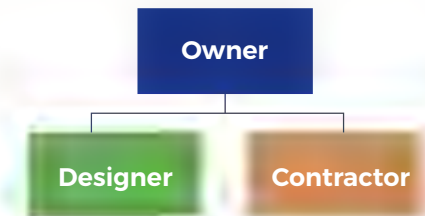
Opportunity to shorten schedule with overlap of design and construction process

Greatest Owner design control

Lowered Owner risk profile with GC joining design process

Schedule & cost growth potential lessened

Contract Relationship



Design Build

Defining Attributes

Owner has one contract for design and construction

DB responsible for design & construction integration & quality

Prescriptive design can vary between 20% and 80% docs for pricing i.e. 2 Step DB

Performance criteria use varies based on % of design docs

Characteristics

Opportunity to further shorten schedule

Less Owner control over design based on 0% of completion of design docs

Owner risk profile significantly reduced

Schedule & cost growth potential significantly reduced

Contract Relationship



Public Private Partnerships

Defining Attributes

Owner has one contract for design, construction and financing

Lowest use of prescriptive design with 5-10% docs prior to pricing

Heavy use of performance criteria due to limited design docs

DB delivery with many options for financing and O&M

Two basic contract structures:

- Availability Payment
- Revenue Risk

Characteristics

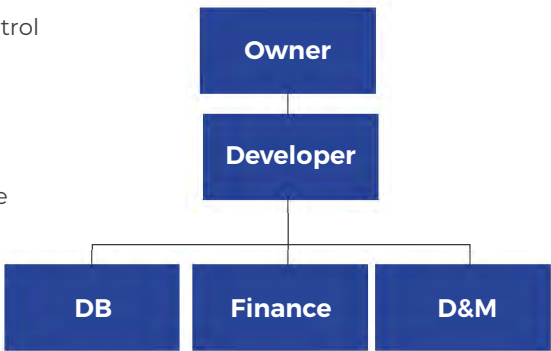
Opportunity for shortest schedule

Owner has limited direct control over design & construction

Lowest risk for owner

Schedule & cost growth is the least

Contract Relationship



While the graphics above help articulate the difference between the delivery method, the differences in outcomes as shown in the graphic to the right, based upon industry research of owner development over the last 20 years is reduced down to the following four elements:

■ **Design and Construction Costs**

This defined as both the cost of service for the design effort and the growth in costs of construction over the life of the project.

Industry research has demonstrated that DBB has the highest growth in costs over the life of the project – in other words, the greatest opportunity for unanticipated change orders. This is fundamentally due to the fact that the party with the greatest capacity to control costs of development (general contractor) is not in control of design quality and integration. Because the owner is responsible for design quality, the risks to budget and schedule are carried by the owner. CMAR has better outcomes because the contractor is contributing to the design effort, but fundamentally this is a process of managing risk, not transferring risk because the owner still carries the liability for the quality of the design. DBB and P3 avoid this challenge because most typically, the liability for design is carried by the general contractor, not the owner.

■ **Schedule Growth**

This is quite literally the increase in time required to complete the project that occurs after the project has commenced.

Similar to construction cost growth, industry based research has demonstrated that DBB has the worst outcome and P3 has the least amount of schedule growth. Again, this is principally driven by owner responsibility for design coordination, integration and quality



results in any failure on the part of the design often results in change requests from the contractor that often result in increased time. CMAR has better outcomes because the contractor is contributing to the design effort, but fundamentally this is a process of managing risk, not transferring risk because the owner still carries the liability for the quality of the design. DBB and P3 avoid this challenge because most typically, the liability for design is carried by the general contractor, not the owner.

■ **Risk to the Owner**

This category is defined as all type of risks that the owner carries (design quality, design integration, unforeseen condition in a building renovation, schedule delays, etc) on a project.

Overall, risks to the owner are highest for DBB and CMAR because of owner carries the liability for design. Similarly, DB and P3 avoid these risks. It is important to note that not every risk can or should be transferred to the general contractor. The concept of efficient transfer of risk focuses on having the party best positioned/ able to manage the risk to carry that risk. This is why design risk is better carried by the general contractor, but environmental risk should be carried by the owner. The owner, particularly public or quasi-public owners typically are better positioned both financially and from a liability perspective to manage these types of risks. A public owner has options for managing this risk that are not available to the private sector.

As result, a general contractor or developer will charge a high premium to the owner for incurring risks associated with environmental conditions caused by a third party.

■ **Design Control**

This category represents the degree to which the owner is in full control of the design. In this case, P3 affords the least amount of design control and DBB the greatest amount of control with CMAR and DB are capable of having their delivery method designed in such a way as to allow the owner to mirror the key features of design control found in DBB.

schedule become the overriding variables. In this situation, the disadvantages DBB may experience for vertical construction are muted and DBB actually achieves some of the best results for this work. In this situation, CMAR may have some value where complicated phasing of the work exists. DB and P3 provide little to no advantage for ABIA's situation and given the opportunity for FAA grant funding, can have barriers to successfully accessing the AIP grant funds for those delivery methods.

Delivery of Airfield Design and Construction

It is important to recognize that the nature of the construction work can have a significant influence on the desirability of a delivery method. The chart and descriptions above best represent vertical construction and heavy civil projects that have design flexibility available to the designer, contractor, or owner for execution and where the design requirements are more performance based. In the case of airfield projects, particularly those within the movement area, the FAA design requirements are so specific and material selection so limited as to provide very little flexibility in design. In this situation, cost and



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

March 28, 2019

Paslay Management Group, LP
R. Clay Paslay
President & Managing Partner
306 West Seventh Street, Suite 505
Fort Worth, TX 76102
cpaslay@pmgjp.com

Subject: Clarification Request for RFQS 8100 MMO4000, Executive Program Manager Services

Dear Mr. Paslay:

Thank you for your response to the Executive Program Manager Services solicitation for the City of Austin. The City has identified Paslay Management Group, LP as a finalist and is requesting further clarification on your response from your company with regards to your submittal.

Please elaborate on your firm's response. Below is the information we need clarification on.

1. Your firm indicated in page 19 of your response that there would be "Four full time dedicated primary EPM team members, as requested, for services described in the RFQ requirements." Please clarify who specifically would fill these roles from your team. Additionally, please clarify the percentage of time and approximate number of hours the key personnel mentioned in pages 97 - 117 of your response would participate under a contract with the City.
2. Your response included 37 tasks associated with the executive program manager services. What is your firm's proposed level of engagement and services after task 37 for ongoing support beyond the execution plan?
3. Your firm indicated in page 64 of your response that part of your program approach includes validation of some work that has been completed by the ABIA team to date, including validating the Airport Master Plan. To what level would you intend to revisit work and decision points that have already been addressed?
4. Your firm referenced a flow chart on page 92 of your response that appears to be missing from the response packet. Please provide this flow chart.

All information is due back to me via email at marian.moore@austintexas.gov by 10:00 AM, local time, on Monday, April 1, 2019.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Marian Moore
Procurement Specialist IV
City of Austin
Purchasing Office
(512) 974-2062

March 30, 2019

Ms. Marian Moore
Procurement Specialist IV
City of Austin
Purchasing Office
P.O. Box 1088
Austin, TX 78767
Marian.moore@austintexas.gov

Subject: Clarification Request for RFQS 8100 MMO4000, Executive Program Manager Services

Dear Ms. Moore:

Thank you for your March 28, 2019 correspondence advising that the Paslay Management Group (PMG) is a finalist in the Executive Program Manager Services solicitation. We are appreciative of the City's response to our proposal and welcome your invitation to provide further clarification in the four areas requested. The requested clarifications are addressed below.

1. ***Your firm indicated in page 19 of your response that there would be "Four full time dedicated primary EPM team members as requested for services described in the RFQ requirements". Please clarify who specifically would fill these roles from your team. Additionally, please clarify the percentage of time and approximate number of hours the key personnel mentioned in pages 97-117 of your response would participate under a contract with the City.***

To service the four technical areas requested in the RFQ (Program Manager, Legal expert, Finance expert and Technical expert) PMG proposes the core team of six seasoned professionals outlined on page 26. Together, this experienced team is committed to partner with the Austin-Bergstrom International Airport (ABIA) leadership to implement the ABIA program.

The hours each professional dedicates will vary according to the phase of the program, but generally, the core team's total hours of service are estimated to average the equivalent of four full time positions. The composition of the team and hours dedicated to work scope will be driven by the specific nature of the scope being performed at any given point in the 9 month schedule.

- Two of these six positions will be on-site, full time dedicated to ABIA: Mr. David Arredondo as Program Manager and Mr. Holland Young as Technical Expert.

- Mr. Clay Paslay will be significantly involved in the formation of the program implementation strategy with his role transitioning to executive advisory and oversight during execution. In the first 60-90 days of the engagement, it is anticipated that Mr. Paslay will be working up to 25% of his time on ABIA related tasks. For the balance of the projected nine (9) month project schedule, his time will be allocated as required for each activity or as requested by ABIA.
- Ms. Margaret McKeough will directly support the program throughout all phases of the EPM services with her hours strategically aligned to fit program needs and the requests of ABIA. In practice, it is anticipated that Ms. McKeough's time commitment will range from 5% up to 100% as required, but averaging about 25% of her time across the entire project.
- Mr. Larry Belinsky and Ms. Patricia de la Peña will lead the financial and legal aspects of the program and their time will be appropriately dedicated as their particular expertise is needed. It is envisioned that Mr. Belinsky's time will be required more up front during the financial analysis phase and Ms. de la Peña's time required more during the delivery and procurement definition activities. During the key points of their respective expertise, we expect that these two work areas will be staffed with at least one (1) full-time equivalent level of effort each, with Mr. Belinsky and Ms. de la Peña providing up to 30% of their time performing work associated with the work activities for their respective subject matter expertise as well as directing their respective professional staff to support ABIA's EPM work effort.

PMG's interests are aligned with ABIA's interests and, therefore, the core leadership team will be dedicated to ABIA and their specific allocation of time will rise and fall, aligning with ABIA's needs as the program evolves.

PMG knows that as the program execution strategy advances issues may be identified which require additional, specific expertise. The *Additional Resources* identified (see Attachment B, page 119) offer ABIA quick access to subject matter experts, if needed and, as approved by ABIA. For instance, Task 26 describes the development of an outline risk management plan. This work would be performed by Mr. Hans Hoppe, a PMG professional with very specific expertise in risk management and project controls. He would be activated to fulfill this specific program need but be immediately deactivated when this work scope element was completed.

We anticipate a similar approach across several of the work areas in order to rapidly meet the needs of the outlined activities identified in the initial work effort. In addition, upon approval of the PMG-recommended program execution model (see Tab 9(b) (i) and page 73 graphic titled "*Capital Program Functional Organizational Chart with Segregation of Responsibilities and Hierarchy of Governance*") additional or different professional resources beyond the identified

six core leaders will be required. PMG can more specifically address the time allocation for any of the Additional Resources once the work scope has been more fully defined and approved by ABIA.

2. *Your response included 37 tasks associated with the executive program manager services. What is your firm's proposed level of engagement and services after task 37 for ongoing support beyond the execution plan?*

PMG is anticipating it will be selected to be ABIA's partner to both develop the ABIA program delivery strategy and lead the program execution. The 37 tasks identified on page 64 of our proposal address the processes we recommend be undertaken to develop the program delivery strategy. PMG's program delivery strategy recommendations are discussed in Tab 9(b)(i) pages 72-74.

For implementation of the program delivery strategy, PMG recommends ABIA not use a Program Manager model to execute the program. PMG recommends that ABIA use a more advantageous and flexible approach with an ABIA integrated management team, where PMG provides strategic program leadership and directs the work of third-party staff augmentation contracts contributing labor to staff the program management needs specific to each program element as those resource needs rise and fall over the life of the program.

PMG believes that an integrated executive program management approach provides ABIA with the most value and cost effective alignment of ABIA objectives, as well as, implementation flexibility and program control over time. The details of this recommended approach are outlined on the diagram following page 73 titled "*Capital Program Functional Organization Chart with Segregation of Responsibilities and Hierarchy of Governance*". PMG believes it is important to first build a comprehensive execution strategy before procuring staffing augmentation vendor(s) to properly determine needs in alignment with strategy.

3. *Your firm indicated in page 64 of your response that part of your program approach includes validation of some work that has been completed by the ABIA team to date, including validating the Airport Master Plan. To what level would you intend to revisit work and decision points that has already been addressed?*

It is not the intention of PMG to re-plan the recently completed Airport Master Plan. PMG will plan the program delivery as defined and only pursue scope adjustments that are concluded and agreed upon from the strategic optimization analysis outlined on page 69.

This analysis will be "high level" and conducted in collaboration with ABIA. Program changes considered would only be those identified in response to areas of concern or challenges arising at certain evaluation steps, with examples including:

- Financial affordability evaluation suggests that planned scope exceeds the available funding;
- Passenger and/or cargo activity outpaces the planned growth identified in the AMP; or,
- Optimal construction sequencing or procurement packaging strategies suggest modest adjustments to the AMP.

If issues or concerns do not arise, we would not suggest conducting any further analysis or validation. Clearly, when individual projects in the program move into implementation, some element of validation of the AMP assumptions will be prudent as part of the preparation of the Program Definition Documents for that specific project. As ABIA moves farther away (in years) from the base year used in preparation of the AMP Design Day Flight Schedule, it is good development practice to reaffirm project sizing and peak-hour processing demand/capacity (most simplistically found in aircraft operations, average aircraft gauge, and average load factor) to ensure the planned facilities will still meet ABIA's planning objectives.

4. *Your firm referenced a flow chart on page 92 of your response that appears to be missing from the response packet. Please provide this flow chart.*

We apologize that this section of our proposal in-advertently excluded the flow chart referenced. The flow chart referenced depicts the many variables impacting "debt capacity". The intended flow chart is enclosed in Attachment A.

Thank you for the opportunity to clarify our proposal. The PMG proposed team is anxious and ready to partner with the City of Austin and ABIA to deliver a world class program further solidifying ABIA's position as the preferred airport for Central Texas. We believe our team's experience and professional depth offers an advantageous partnership that, together with our recommended execution approach, will ensure timely and impressive results for the Austin community.

Sincerely,

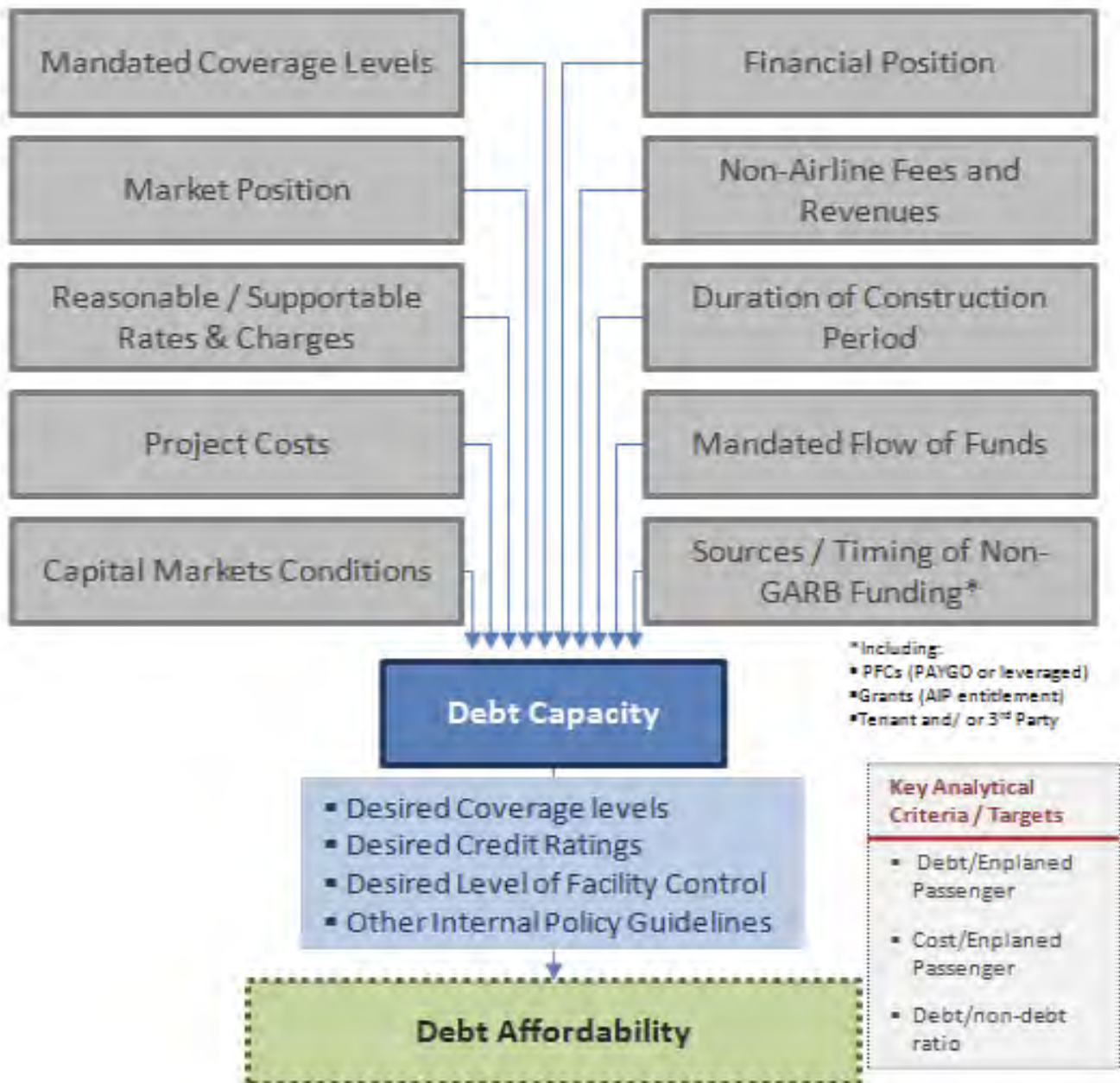


R. Clay Paslay
President and Managing Partner
Paslay Management Group, LP

RCP:smv

Attachment

ATTACHMENT A



GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	Tina Gamez / 512-530-6717
Sponsor/User Dept.	8100 - Aviation	Sponsor Name/Phone	Lyn Estabrook / 512-530-6604
Solicitation No	RFQS 8100 MMO4000	Project Name	Executive Program Manager Services at ABIA
Contract Amount	\$10,000,000	Ad Date (if applicable)	01/28/19
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Executive Program Management Consultant to advise ABIA's Aviation Capital Programs staff and executives for the implementation of ABIA Master Plan and multiple years of CIP.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
This is a new contract.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
96156 - Program/Project Development & Management Services - 100%			
Marian Moore		1/23/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	1/23/2019	Date Assigned to BDC	Jolene Cochran
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |


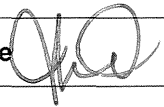
If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Attached is a list of certified subconsultants for the listed scope of work however scope is specialized.

Subcontracting Opportunities Identified

There are no subcontracting opportunities. However, a statement of responsibility is required.

Jolene Cochran 		1/23/19	
SMBR Staff		Signature/ Date	
SMBR Director or Designee 		Date 1/23/19	
Returned to/ Date:			



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Competitive)

DATE: 11/15/2018

DEPT: Aviation

TO: Purchasing Officer or Designee

FROM: Lyn Estabrook

PURCHASING POC: Marian Moore

PHONE: 512-530-6604

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City desires to seek responses from more than one vendor using an alternate procurement method selected by the City and declares this procurement to be exempt from the competitive solicitation procedures in Local Government Code Chapter 252.022. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement (as applicable):

- What it is for and why it is needed?
- What public health and safety or other exempt attribute listed in Chapter 252.022 does this procurement contain?
- Describe if a specific procurement method is desired to collect vendor responses such as a solicitation directed to a specific group of prequalified vendors or other, evaluation stages throughout the solicitation, etc.

*The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

The purpose of this RFQS (Request for Qualification Statements) process is to contract with qualified firms, or teams of firms interested in providing Executive Program Manager (EPM) services in support of a multi-billion dollar Capital Improvement Program (CIP). These services will include providing guidance and direction to ABIA Executives on the implementation of the Master Plan and the next ten (10) years of CIP. This implementation includes a recommendation on technical re-scores needed, funding and legal guidance.

ABIA has identified a significant need for the development of additional facilities at ABIA to handle aircraft, passengers, and cargo departing to, and arriving from, domestic and international destinations on scheduled and chartered flights. ABIA is one of the fastest growing airports in the United States. To support the passenger growth at the airport, ABIA will need to complete a major capital improvement program that includes the following:

- Construction of a new Concourse (20 to 32 gates depending on growth)
- New Processing Center (Ticketing, Security Screening, Centralized Baggage)
- New entry roadway network, including curbside
- Expansion of Customs Screening and Baggage Area Retrofits to the Barbara Jordan Terminal
- Connection bridge to the new Concourse
- Southside Utility Infrastructure upgrades and installations
- Installation of a new people mover system
- Capital projects identified in the Airport Master Plan (AMP)
- Other renewal and replacement capital projects

Due to the number of projects currently being planned, defined and constructed by ABIA, it is necessary to enlist the specialized support of a qualified Executive Program Management Consultant to augment ABIA's Aviation Capital Programs staff.

ABIA is seeking a firm with demonstrated capability and experience in providing the type of executive program management and leadership required on a program similar to the ABIA program. Executive program management experience on a variety of traditional and alternate project delivery methods such as design/bid/build, design/build, progressive design/build, General Contractor/Construction Manager at Risk (GC/CMR), and any combination thereof, is highly desirable and Public Private Partnerships. Proposers must have the ability to work in a dynamic environment, adapt to changes within the CIP, and respond effectively to new and changing initiatives and priorities from ABIA.

The initial period of performance of this contract is expected to be four (4) years, and may be extended thereafter for up to three (3), additional twenty-four month (24) optional extension periods, subject to the approval of the Contractor and the City's Contract Manager.

Contract term is for initial term of 4 years - with 3 (2 year) optional extension options:

Year 1: \$3,000,000.00

Year 2: \$3,000,000.00

Year 3: \$3,000,000.00

Year 4: \$3,000,000.00

Option 1- (2 years): $\$3,800,000.00 \times 2 = \$7,600,000.00$

Option 2- (2 years): $\$4,000,000.00 \times 2 = \$8,000,000.00$

Option 3- (2 years): $\$4,500,000.00 \times 2 = \$9,000,000.00$

Total 10 year Budgeted Contract Amount: \$36,600,000.00

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☒ Scope of Work
 - ☒ List of tasks, schedule of deliverables or milestones, and other supporting documentation
4. Check the contract type (one-time or multi-term) and fill in the estimated dollar amount and term as applicable:
- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for 48 (# months for base term) in the amount of \$ 12,000,000.00 with 3 - (2 years) (# of renewal options) for \$ 24,000,000.00 each for a total contract amount of \$ 36,000,000.00.

Recommended
Certification

Lyn Estabrook

Digitally signed by Lyn Estabrook
DN: cn=Lyn Estabrook, o=Department of Aviation,
ou=Planning & Development,
email=Lyn.Estabrook@cityofseattle.gov, c=US
Date: 2018.11.30 08:11:34 -0800

Originator

Date

Approved
Certification

Department Director or designee

Date

Assistant City Manager / General Manager
or designee (procurement requiring Council approval)

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

Purchasing Office
Management Review
(If required due to signature authority level)

Purchasing Officer or designee

Date