



# Metro

## Link Union Station (Link US)

Los Angeles

- **CLIENT:**  
Los Angeles County Metropolitan Transportation Authority
- **ROLE:**  
Public Outreach Consultant
- **REFERENCE:**  
Man-San (Vincent) Chio, Senior Engineer,  
Program Management – Regional Rail  
1 Gateway Plaza  
Los Angeles, CA 90012  
(213) 922-7597  
[chiom@metro.net](mailto:chiom@metro.net)

### Situation:

- Los Angeles Union Station (LAUS) is the second busiest passenger rail corridor in the United States
- As ridership numbers rise, Metro must look for viable transportation alternatives to meet the growing demand
- The Link US project will increase capacity, expand regional rail connectivity, and offer an improved passenger experience

### Benefits of Link US:

- Eliminate “stub-end” tracks at LAUS, allowing trains to pass through the station
- New loop connection on tracks
- New, expanded passenger concourse with retail amenities, food services, and waiting areas

### Challenge:

LAUS is located in one of L.A.’s most culturally rich-communities. This diverse audience must have a clear understanding of the benefits of this project and its impact to their communities and the larger regional and statewide transportation network



## Project Profile

### Approach:

As Lead Outreach Consultant, MBI leads effort to develop:

- Comprehensive public outreach plan
- Branding
- Messaging

MBI’s outreach approach includes:

- Coordinating a comprehensive outreach plan with Metro
- Developing diverse, concise, and engaging outreach approaches to target audiences
- Providing one-on-one outreach to elected officials, businesses, and community groups
- Developing collateral materials (fact sheets, FAQs, website and social media support)
- Planning public meetings in support of the environmental review process (CEQA/NEPA)
- Assisting in the project’s branding development





## 2040 General Plan – Land Use and Urban Design Elements

Long Beach, Calif.

- **CLIENT:**  
City of Long Beach
- **ROLE:**  
Public Outreach Team
- **REFERENCE:**  
Christopher Koontz, Advance Planning Officer  
333 West Ocean Blvd., 5<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6288  
[christopher.koontz@longbeach.gov](mailto:christopher.koontz@longbeach.gov)

### Situation:

- In California, cities and counties are required by State law to have a General Plan
- A General Plan is a broad, long-range policy document that is the local government's long-term blueprint for future development
- While State law requires Long Beach to update the General Plan, the City of Long Beach must also be prepared to manage industry changes and population growth

### Challenge:

California requires seven elements within the General Plan: Land Use, Circulations (Mobility), Housing, Conservation, Open Space, Noise, and Safety. The City has also adopted Scenic Routes, Public Safety, and Historic Preservation.

The City is conducting numerous community engagement events regarding the Land Use and Urban Design Elements of the General Plan. These meetings and workshops provide valuable feedback from residents and business owners. The City plans to make important changes to the Plan based on this feedback.



## Project Profile

### Approach:

- Worked in cooperation with the City to maximize attendance at community workshops
- Tallied surveys and comment cards and provided a database for each
- Created a presentation providing assessment of survey results and comments provided
- Grassroots outreach included flyer drops in designated areas, phone and email outreach to businesses, and providing online surveys via iPads
- Collected written testimonials that included diverse community concerns
- Creation of collateral in Spanish and other languages
- Sent out e-blasts to provide noticing for the community workshops, a Planning Commission meeting, and information about the General Plan
- Attended presentation briefings
- Developed a media calendar
- Provided weekly updates on Facebook, Twitter, Instagram and LinkedIn
- Tracked and worked with City blogs to create content for postings





## Mary McCormick || *Principal in Charge*

### Education

B.A., Radio and Television Management  
Eastern Washington University  
Cheney, Wash.

### Affiliations

Vice-President of Public Policy,  
National Association of Women  
Business Owners (NAWBO), Los  
Angeles chapter

Past President of Women's  
Transportation Seminar International  
(WTS)

Communications Chair, Board of  
Directors, Construction Management  
Association of America (CMAA)

Member: International Business  
Association, Harbor Association of  
Industry and Commerce, American  
Society of Civil Engineers, American  
Council of Engineering Companies

### Awards

Emmy award-winning Producer  
and Director

Five Telly Awards for Excellence in  
Corporate Communications

Woman of Achievement in Media,  
YWCA

President's Special Service Award,  
CMAA (Construction Management  
Association of America)

National AdWheel Award, APTA  
(American Public Transportation  
Association)

### Years of Experience

40

As President and CEO, Mary McCormick provides leadership and vision for MBI, a multimedia communications firm that specializes in community outreach and public affairs for the transportation, construction and engineering industries. With 40 years of experience, Mary provides a client-focused approach to crisis communications, media relations and community outreach and is highly skilled at effectively communicating complex and sensitive issues to affected communities. She provides insight and leads a collaborative internal team in developing and implementing comprehensive strategic communication plans that is supported by an in-house studio comprised of graphic design, video production/animation, digital/aerial photography, and web design and administration. Mary identifies the project's needs, meets with senior management regularly, resolves day-to-day operational issues, and hosts strategic planning sessions with both clients and management to determine a tactical approach for each project. Her industry-leading talent gives MBI an inescapable advantage over other firms.

### Relevant Experience

#### **Los Angeles Metropolitan Transportation Authority – Link Union Station (Link US), *Principal in Charge***

- Partakes in weekly Link US Task Lead calls
- Finalized Public Outreach Plan
- Conducts internal Link US communications calls and meetings
- Directs preparation and management of stakeholder briefings and stakeholder outreach calls
- Facilitates management of public scoping meetings
- Worked with MBI graphic designers and Project Manager to create branding, logos, and collaterals

#### **Los Angeles Metropolitan Transportation Authority – Emergency Security Operations Center (ESOC), *Principal in Charge***

- Facilitates management of public scoping meetings
- Conducts internal communications calls and meetings
- Oversees all collateral development
- Provides strategic insight and direction for the project team

#### **Los Angeles Metropolitan Transportation Authority – I-710 Corridor Project EIR/EIS, *Principal in Charge***

- Facilitates management of public scoping meetings
- Conducts internal communications calls and meetings
- Oversees all collateral development
- Provides strategic insight and direction for the project team

#### **Los Angeles County Department of Public Works – Consolidated Correctional Treatment Facility, *Principal in Charge***

- Directs the development of the project deliverables and ensures they are aligned with and meet the project's goals
- Facilitates management of public scoping meetings
- Conducts internal communications calls and meetings
- Oversees all collateral development
- Provides strategic insight and direction for the project team

**California High-Speed Rail Authority – Palmdale to Burbank Section, Principal in Charge**

- Oversees all collateral development, coordinating with CHRSA on copy and design approval, and manages team strategy meetings
- Directs the development of CHSRA's project deliverables and ensures they are aligned with and meet the project's goals
- Facilitates management of all open house community meetings
- Provides strategic insight and direction for the project team to accurately scope work and leverage the appropriate delivery for CHSRA needs
- Manages staffing for project needs and maximizes the efficiency and optimization of the outreach team

**City of Long Beach – New Long Beach Civic Center, Principal in Charge**

- Oversaw all collateral development
- Managed team strategy meetings
- Directed the development of project deliverables and ensured they were aligned with and met the project's goals
- Facilitated management of all open house community meetings
- Provided strategic insight and direction for the project team to accurately scope work and leverage the appropriate delivery for project needs
- Managed staffing for project needs and maximized the efficiency and optimization of the outreach team

**Los Angeles Metropolitan Transportation Authority – SR-710 North Environmental Study, Public Outreach and Facilitation of Community Participation, Task Lead**

- Facilitated 20 public meetings in eight weeks that were attended by more than 1,000 people
- Proposed small breakout sessions at public meetings, successfully diffusing "mob" psychology
- Created a welcoming environment where residents could share commonalities, concerns, and solutions to their transportation issues
- Oversaw design of easy-to-understand CEQA/NEPA environmental process study guides and all other collateral, including multilingual meeting fact sheets

**Port of Los Angeles – Southern California International Gateway (SCIG) Project, Task Lead**

- Facilitated two public outreach meetings for the DEIR/S of the construction of a near-dock intermodal rail facility by BNSF Railway
- Maintained order and kept proceedings moving forward during these highly contentious meetings that had more than 300 people in attendance, including vocal union members, clashing business interests, and local residents concerned about health issues
- Facilitated speaking opportunities for everyone desiring to voice their opinion/concerns
- Successfully communicated project benefits using an insightful and engaging PowerPoint presentation

## Jennifer Lao || Project Manager



### Education

B.S., Aerospace Engineering  
California Polytechnic State  
University, San Luis Obispo

Certificate, Recycling and Solid  
Waste Management  
University of California, Los  
Angeles Extension

### Capabilities

Understanding technical details of  
project scope

Analyzing messaging and other  
engagement methods for  
targeting communities

Leading workshops, community  
programs, and meetings in an  
organized and effective fashion

Managing diverse and qualified  
project teams for effective project  
staffing

Jennifer's background in engineering, consulting, and local government has given her the tools to understand the technical, financial, and political aspects of a project. In addition, her drive for community engagement through communications has made her effective in the field of public engagement and outreach. Initially a program manager and engineer at Boeing, Jennifer became the Regional Recycling Coordinator for the company before transitioning into consulting. Since then, she has worked on community projects across North America, always emphasizing the need for communication across all phases.

### Relevant Experience

#### **Los Angeles Metropolitan Transportation Authority – I-710 Corridor EIR/EIS, Project Manager**

- Coordinated outreach for the public hearings for the RDEIR/SDEIS phase of the project
- Handled all the logistics to public hearing preparations

#### **City of Los Angeles – Proposition O Clean Water Bond Program: Albion Riverside Park, Project Manager**

- Coordinated outreach for construction of a community park
- Managed outreach with City of L.A. and key stakeholders in the area

#### **Los Angeles Metropolitan Transportation Authority – Link Union Station (Link US), Project Manager**

- Developed and implemented a full public outreach plan for a \$2.5-billion-dollar project
- Coordinated elected official briefings
- Provided outreach support on environmental notification process
- Developed collateral materials for public outreach (fact sheets, FAQs, e-blasts, presentations, display boards)
- Facilitated project re-branding
- Union Station placed on National Register of Historic Places in 1980

### Experience Prior to Employment at MBI Media

#### **The Robert Group – Project Engagement Manager**

#### **Los Angeles World Airports, Landside Access Modernization Program**

- Developed a public engagement plan to build outreach, interest, and support for the project
- Coordinated events for elected officials, ad hoc committees, and stakeholder meetings to brief key stakeholders and build relationships
- Developed collaterals including fact sheets, frequently asked questions, and press releases

#### **Metro, Airport Metro Connector**

- Developed a thorough and detailed community engagement program to provide comprehensive communications to stakeholders
- Coordinated community meetings throughout region to build project support

## **BANISTER GROUP**

**Tim Merriweather**

**Senior Financial Advisor**

Performance driven business executive with experience in public finance, public-private partnerships, public affairs and targeted public sector procurements. Over 30 years of professional experience and community involvement in Texas and the southwest.

Proven experience in identifying and delivering consultancy services for public sector clients at the local and state level, development of procurement solicitation documents, performance based contracts, the use of value for money analysis, and public procurement methodology. Significant experience working with a variety of public sector clients, serving as financial advisor to state-level organizations on a wide variety of projects including issuance of tax-exempt bonds, financial analysis for capital improvement programs, bond offering documents and elections. Successful public finance projects include K-12, higher education, utilities, city, county and state agencies.

Subject matter expert to strategic partners focused on public-private partnership opportunities. Frequent speaker on public-private partnership legislation, development and public policy formulation. Instrumental in passage of Texas P3 legislation in 2011 and the creation of a Texas P3 center of excellence in 2015.

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### **PROFESSIONAL EXPERIENCE**

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#### **Banister Group, Austin, Texas**

##### **President**

- Created Texas Infrastructure Council
- Leader in efforts to create Texas P3 Center of Excellence – 2015 Texas Legislature
- Assisted Texas Facilities Commission in the creation of the Center for Alternative Finance
- Coordinated efforts to establish P3 Best Practices for Texas P3 Center of Excellence
- Financial Advisor to Corpus Christi Seawater Desalination Project Team
- Municipal Financial Advisor to Public and Private Sector

#### **Longbow Partners, LLP, Austin, Texas**

##### **Director of Public Private Partnerships**

- Specialized in the development of public private partnerships and public procurement consulting
- Public sector consulting based on broad program knowledge and understanding of the formulation and development of public policy

- Instrumental in the organizing effort to bring P3 legislation to Texas. Took an active role in advocating for the introduction and passage of Senate Bill 1048 - The Public and Private Facilities and Infrastructure Act
- Co-authored the Texas P3 Model Guidelines for State and Local Governments
- Integral role in bringing several National Council for Public Private Partnerships (NCPPP) conferences to Texas

#### **Chartwell Interests, Inc., Austin, Texas**

##### **President**

Public finance and project development consultancy

- Structured and placed financings for public sector and public private partnership projects
- Financial advisor to cities, counties, state agencies and other public entities
- Property developer and development consultant, obtained public entitlements and/or financing for projects including multi-family, mixed-use and single-family projects
- Managed large development teams and supervised project, entitlement and design schedules

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#### **ADDITIONAL RELEVANT EXPERIENCE**

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#### **Masterson Moreland Sauer Whisman, Inc., Austin, Texas**

##### **First Vice President**

- Financial advisor to the Texas Department of Corrections for development of two of the largest public/private maximum-security prisons in the state. Facilitated the negotiations of the tri-party contracts. Created a non-profit public purpose corporation to facilitate issuance of the debt.
- Financial advisor to Texas Association of School Boards
- Prepared rating agency and credit enhancement presentations
- Coordinated various negotiated and competitive financings for public entities
- Prepared bond offering documents for issuer financings
- Provided financial analysis for capital improvement programs and bond elections

#### **Westcap Securities, Inc., Houston, Texas**

##### **Vice President**

- Provided public finance support for public sector capital improvement programs
- Financial advisory/underwriting transactions for tax-exempt bonds in Texas
- Prepared official statements and offering documents
- Coordinated closings relating to all aspects of financings

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## ENGAGEMENT, EDUCATION & INVOLVEMENT

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### PROFESSIONAL ENGAGEMENT

Instructor/Lecturer-Texas Public Funds Investment Act 1995 to 2004

Over 23 P3 Presentations at Conferences

Over 14 Private P3 Briefings to Public Sector Leadership

Design Build Institute of America

National Council of Public Private Partnership

Executive Director Texas Infrastructure Council 2015

### EDUCATION

B.A., Pearson Integrated Humanities Program, Political Science

University of Kansas, Lawrence, KS

### COMMUNITY INVOLVEMENT

Greater Austin Chamber of Commerce, Past Chair, Government Operations Committee

Nature Conservancy, Local Board 2005-2009

Leadership Austin 1994-1995

Boy Scouts of America, Den Leader, Troop Committee member

Private Pilot

Eagle Scout



**Siebert Cisneros Shank & Co., L.L.C. and PFM Financial Advisor LLC**  
**Credential and Fee Packet**  
**to be included in Advisory Teams' Proposals on the City of St. Louis Airport FAA APPP Project**

**Introduction**

Members of the PFM Financial Advisor LLC ("PFM") team have served as Financial Advisor to the City of St. Louis (the "City") on all non-airport related matters since 1999 and as co-financial advisor to the City on airport matters since 2012. Siebert Cisneros Shank & Co., L.L.C. ("SCS") has served as Financial Advisor to the City for airport matters including 21 transactions totaling over \$1.75 billion of bonds for St. Louis Lambert International Airport (the "Airport"). Collectively our firms are extremely familiar with the operating and financial characteristics of the Airport.

PFM and SCS serve as the City's Independent Registered Municipal Advisor ("IRMA") for all matters related to municipal finance.

Both SCS and PFM have extensive experience in all aspects of municipal finance, as both firms are involved in all areas of the municipal market.

PFM is the nation's leading financial advisor; in recent years we have served as financial advisor on over \$50 billion of bonds annually. PFM's Airport Group is also a leading advisor to U.S. airports, serving over 40 airport clients from Hawaii to the East Coast and some of the nation's largest international hubs as well as smaller regional airports. In just the last 3 years, PFM has advised on 59 airport bond transactions for approximately \$12 billion in total par amount. In addition to advising on bond transactions, we provide a number of financial advisory services to our clients, including long-term financial planning on large capital programs and the evaluation of different delivery and financing mechanisms: from traditional airport-owned to various "P3" models.

SCS also serves as an underwriter on municipal financings, including serving in that role for numerous major airports. SCS has served as underwriter for over 42 different airports since 1996 for over \$73 billion in par amount. SCS is ranked second in terms of managing underwriting volume for airports nationally for the past 5 years (2013 to 2017). Many of SCS's airport transactions are for repeat clients serving as a testament to the firm's structuring, banking and airport sector expertise.

In addition, both of our firms have extensive experience working on various types of "P3" projects, including the privatization of existing public assets for municipalities in a variety of sectors. Specifically, the City of Chicago retained SCS as a co-financial advisor in the successful privatization of the Chicago Downtown Parking System. SCS served as outside financial consultant to evaluate the potential for privatizing the Harris County Toll Road system as well as serving as financial advisor to the North Texas Tollway Authority on its successful \$3.3 billion purchase to "reverse" the State Highway 121 Privatization Project. SCS worked with the Commonwealth of Massachusetts evaluating the state's transportation assets for potential P3 transactions. In 2010, SCS served as co-financial advisor to the Port of Oakland on its successful \$686 million 50-year concession with PortsAmerica. Lastly while at a prior firm, our Head of Investment Banking, Gary Hall, served as sell-side advisor to the City of Los Angeles for its privatization of its parking system and as an advisor on the Denver Regional Transportation District's \$2.2 billion Eagle public-private partnership. Likewise, PFM has advised the states of New Jersey, Pennsylvania, Connecticut, Ohio, Indiana and Virginia in the development and implementation of their P3 programs, and has advised many clients on P3 projects involving a diverse universe of assets. The firm's P3 engagements include concessions for seaports, commuter and downtown parking; CNG fueling stations for transit and commercial use; broadband and wireless communications; water and wastewater systems; university student housing; and high occupancy and managed lanes on interstate

highways. Furthermore, members of the PFM team have been involved in airport P3s while employed at other firms. Together PFM and SCS will insure that the City's core objectives for this APPP project are clearly defined and that the ensuing procurement and contract are structured to achieve those goals.

SCS and PFM have developed a very close working relationship during our years of serving as the City's co-financial advisors on Airport matters. We would intend to continue that close, essentially seamless working relationship on the APPP project.

### The Services PFM/SCS Would Provide

We have reviewed the Scope of Services contained in the City's Request for Proposals (the "RFP"). PFM's and SCS' experience and services are aligned with most of the consultant tasks listed in the RFP, and our proposed fee quote reflects our expectation of active and substantive involvement in providing those services. We would plan to review the division of work and deliverables called for in the RFP once the City has selected its advisory team.

### The SCS/PFM Team

SCS and PFM would assign a team of highly-experienced professionals to our team for the City's APPP project. Members of the SCS/PFM team would be assigned to specific tasks, as appropriate, over the life of the engagement. In addition to having experience working with the City, the members of our team are very experienced in areas such as airport finance, P3 projects, the capital markets, and interacting with the federal government on major federal programs. We have provided below a brief background on the various members of our team:

<b>PFM</b>	<b>Siebert Cisneros Shank</b>
<b>City of St. Louis Account Manager</b> <b>Rebecca Perry-Glickstein (Project Lead)</b> <i>Director; 30+ years of experience</i>	<b>City of St. Louis Account Managers</b> <b>Suzanne Shank (Senior Oversight)</b> <i>Chairwoman &amp; CEO; 30 years of experience</i> <b>David Thomson (Project Lead)</b> <i>Managing Director; 30+ years of experience</i>
<b>PFM Airport Group</b> <b>Kenneth Fullerton</b> <i>Managing Director; 35+ years of experience</i> <b>Brian Gallucci</b> <i>Director; 10+ years of experience</i> <b>William Case</b> <i>Director; 15+ years</i>	<b>SCS Airport Group</b> <b>Sewon Kim</b> <i>Managing Director; 20 years of experience</i> <b>David Stinfil</b> <i>Vice President; 7 years of experience</i> <b>Sheldon Epps</b> <i>Vice President; 3+ years of experience</i>
<b>PFM P3 Experts</b> <b>Mary Francoeur</b> <i>Managing Director; 30+ years</i> <b>Tim Carden</b> <i>Managing Director; 30+ years</i> <b>Tom Morsch</b> <i>Managing Director; 30+ years</i>	<b>SCS P3 Experts</b> <b>Gary Hall</b> <i>Partner; 25+ years of experience</i> <b>Astrid Fernandes</b> <i>Associate; 2+ years of experience</i>

### **PFM/SCS Team's Proposed Fee**

As stated in the RFP, we understand that our firms will not be paid for our services until the successful completion of the APPP project. At that time, we would expect to be paid an amount based on the formula below, plus reimbursement of our accumulated out-of-pocket expenses. Upon the successful completion of the APPP project, SCS and PFM would each be paid the greater of:

1. 30% of the aggregate advisory team fees (to be split 15% to SCS and 15% to PFM),
2. \$1 million to SCS and \$1 million to PFM.

Our team is prepared to refine our fee proposal with the leader of the winning team, including if the opportunity arises to be compensated for our services on an on-going basis during the development period of this privatization process.

Lastly, we are providing this material to all interested RFP respondents on a non-exclusive basis. We ask that you do not edit this material and please include all of this material in your RFP response.



## **SECTION 3: Description of Staff Coordination**



### **3. Description of Staff Coordination. Identify all staff levels that will be involved and describe the anticipated management and coordination of key personnel and staff and subcontractors to deliver services.**

#### **Overall Coordination**

Working as a multi-disciplinary team (financial, commercial, technical, legal, public outreach, etc.) is our “everyday” when advising in relation to complex and large infrastructure transactions, including airport privatizations. In this regard, program management means being aware of all the components of a program and directing sub-consultant work, coordinating development of analysis, presentations, legal documents, public outreach efforts, and communications with the City and the market.

Importantly, even though no one can be an expert in everything, a good program manager understands the questions and analysis to get the answers needed to be able to move the program forward towards a successful financial close.

The staff at p3point and PFAL will lead the overall Consortium advisory services and program, led by Michael Palmieri and Victoria Taylor.

#### **Experience Working Together**

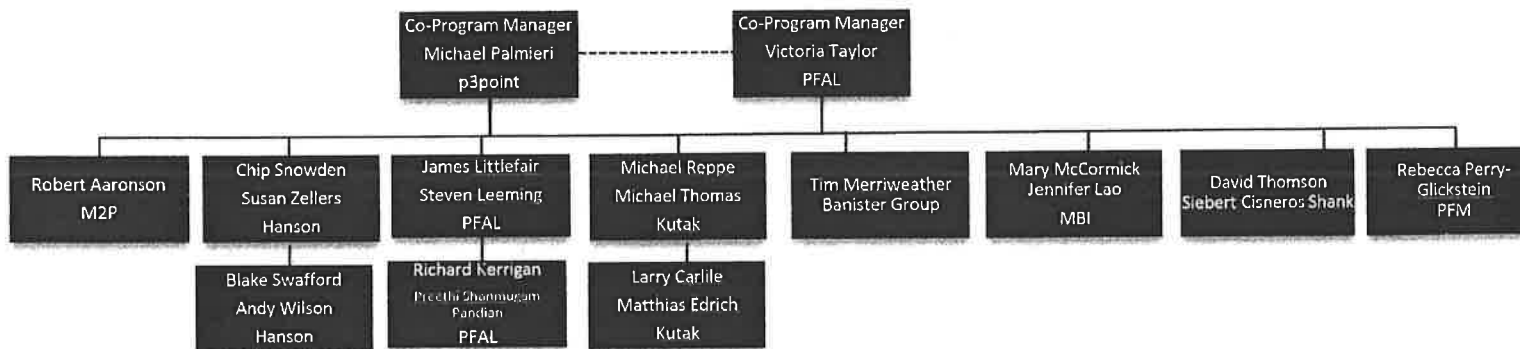
A key point for our Consortium is that the individuals at p3point and PFAL in this team have worked together, and are currently working on a project in Santa Clara, CA (see references). The individuals from p3point on this team have also worked successfully with the individuals on this team, both at Kutak and at MBI (on the Long Beach Civic Center P3) and with Banister on a P3 in Texas.

When you review their CVs in Section 2 of our response, you can see that any one of these professionals can lead the effort. However, to add depth and resiliency to our team we will have both of them co-lead the effort and be fully involved day-to-day throughout the program. Because Michael and Victoria have worked together on similar projects, they know how each other works and communicate well so that no one will trip over another’s feet.

#### **Consortium Organization Chart**

Please see our organization chart below, which comprises all of our dedicated staff for the provision of the services required. We believe this deeply experienced team can exceed all the requirements of the City for the privatization effort envisioned.

Given our Consortium's extensive experience, proven ability to coordinate information, facilitate communications and mutual understanding, our team will always be responsive to the City on a timely manner, whether the matter at hand requires a response in minutes or otherwise depending on the nature of the request. Furthermore, given multitude of communication formats available, the team is reachable nearly 24/7. Lastly, numerous daily flights mean the team can meet in person with the City or other project participants, typically within 1 day's notice, sometimes same day.





## **SECTION 4: Method of Compensation**



Public Private Partnerships

**4. Method of Compensation.** The method of compensation proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates. The proposer should submit a price proposal for the portions of services listed in the Scope of Services above consistent with the Method of Compensation above.

**Misaligned Incentives with 100% Success Fee Compensation**

We work every day with various government authorities and we understand that governments, including the City of St. Louis, often have budgetary pressures and difficult choices to make with their limited available funds. Therefore we appreciate the City does not want to pay advisors any compensation in advance of knowing whether there is a deal that can be developed that will attract sufficient market appetite and is bankable. However, limiting all compensation to its advisors until the project reaches financial close creates numerous issues, which we believe are not in the City's best interests.

As SEC Registered Municipal Advisors, both p3point and PFAL have a fiduciary responsibility to advise the City in its best interests, but our subcontractors, where we rely on their expertise, are not subject to such legal observance. Obviously we are not saying that our, or any advisors would mislead the City, but it's clear there would be a misalignment of incentives that a 100% success fee arrangement might create, and in the least a public perception of the same.

In addition, there will be a constant effort by the advisors to control costs and expenses, including in person meetings. In the least, this may result in less than thorough analysis than the City needs to make properly informed decisions.

Lastly, our Consortium team members are unwilling to work on such basis, therefore putting the other team members at higher, commercially unacceptable, risk.

**Phase 1 Without Compensation**

To help the City get a sense of the viability of the privatization without spending any scarce City funds, our team members will conduct an initial complementary two-week analysis based on available information of St. Louis Lambert International (STL) airport's current



situation in terms of financial position, existing debt, business plan and market position and an initial assessment of the viability of the asset being an attractive offer to the private sector that would achieve the goals and objectives of the City as a basis for undertaking the transaction. This initial analysis will include an initial assessment of STL's historical financial information to assess the condition and trends and a comparison of key drivers, strategic decisions/investments against industry benchmarks and threshold issues for the private sector investors, financiers and operators. This initial review will be presented in a presentation format for discussion and recommendations on the most appropriate next steps for the transaction.

### **Further Phases and Off-Ramps**

In our experience projects such as the privatization / P3 lease of the Airport progress in phases which can be defined clearly to provide the City with certainty on whether to proceed to the next phase and allow the City to make that decision along the way. For example, this may include:

- Phase 1: Initial feasibility
- Phase 2: In depth feasibility study and market sounding results
- Phase 3: FAA feedback
- Phase 4: Commence RFQ and RFP process
- Phase 5: Results of RFQ
- Phase 6: Results of RFP
- Phase 7: Negotiations with preferred bidder

After we complete Phase 1 at no cost to the City, if further work is agreed by the City, our team would seek to be compensated on a monthly basis to advance the transaction to each next decision point. We would expect the key decisions points to occur every 2 to 4 months and the City would have an "off-ramp" at each decision point, thereby limiting the City's advisory costs. However, as is typical, as the project develops further with each decision point, the risk of project failure should dissipate.

Experience with airport privatizations around the world has shown that these complex projects take time to develop (because of their complexities and the multitude of participants), get the necessary decisions and approvals, and run the bid process to a successful financial close. The City's estimate of 18-24 months is reasonable assuming the City can make decisions along the way in a timely manner (i.e., quickly).

### **Estimated Advisory Costs**

Based on our experience developing similar projects and managing the bid program, and our hourly rates (no more than \$650 for our senior legal team members and no more than \$400 for our other senior team members) and agreed task orders for each phase noted above (or further detailed agreed breakdowns of our work) our estimate of the costs (fees and travel expenses) for the Consortium, excluding the fees for Siebert Cisneros Shank & Co., L.L.C. and PFM Financial Advisor LLC, would not likely exceed \$200,000 in any month, with most months during an 18 to 24 month program expected to be significantly lower. We propose to invoice monthly based on time expended at our hourly rates. We are not asking for any guaranteed monthly minimum amount. These would need to be paid by the City each month on arrears. We are open to discussing both monthly and/or overall caps if that helps the City with its budgets as well as how to manage our rates over the multi-year program.

We realize this proposed compensation arrangement is not what the City is seeking. However, regardless of whether the City hires our Consortium or another, for the reasons discussed above, we encourage the City to reconsider its compensation arrangements. We believe our approach of an initial Phase at no cost to the City helps meet the City's goals in this regard.



## **SECTION 5: Experience**



**5. Experience: The Proposal should identify and describe the proposer's and its subcontractors' experience with providing the services requested by this RFP or similar services.**

Please see Sections 2 and 3 of our response, which provides these details.



## **SECTION 6: Qualifications**



**6. Qualifications: The Proposal should list the proposer's and subcontractors':**

**a. Qualifications, experience, and availability of proposed key personnel;**

Please see Sections 2 and 3 of our response, which provides these details.

**b. Expertise in airport finance, operations, privatization and infrastructure;**

Please see Section 2 of our response, which provides these details.

**c. Experience representing airport sponsors; and**

Please see Section 2 of our response, which provides these details.

**d. Capability to provide services on an expedited timeline.**

As discussed in Section 4, we believe our services can be best broken into phases which will allow the City to control costs, review analysis to make informed decisions, and also allow for expediting the program.

Experience with airport privatizations around the world has shown that these complex projects take time to develop (because of their complexities and the multitude of participants), get the necessary decisions and approvals, and run the bid process to a successful financial close. The City's estimate of 18-24 months is reasonable assuming the City can make decisions along the way in a timely manner (i.e., quickly).

There are ways to expedite the program, although we do not recommend taking any shortcuts in analysis, market outreach or legal contracting. Shortening the RFQ process can save some time. Limiting the number of qualified bidders to a smaller number can also save time, although that will increase the risk of a failed bid program. Some elements of the program and associated documents can be "pre-packaged" using proven templates to speed up those components. An experienced advisory team, such as our Consortium, can do implement these successfully because we have used them previously.

To ensure a competitive tender, the market needs time to evaluate the opportunity, assess the risk allocations and to raise financing. Obviously, the more competitive the tender, the better result for the City. Bidders could do this all, end-to-end, as short as a year, but we believe a key aspect to shortening the program will be the City's capacity to review analysis and make decisions. Based on our experience, we believe we can work closely with City staff to provide them the analysis, information and presentations necessary to get those decisions quickly and on a fully informed basis.

As SEC Registered Municipal Advisors, both p3point and PFAL have a fiduciary responsibility to advise the City in its best interests, not for us to generate fees. Not to mention that as advisors, our livelihood is client recommendations and successful projects, so even if we did not have the fiduciary or ethical responsibility to advise our clients in their best interest, we still need to ensure good results at a fair cost.

We always work with our clients to minimize the time to complete our work, and to minimize our costs. And we will do so for the City on the Airport privatization.



## **SECTION 7: References**





## REFERENCES

### Current Client References:

**Client Name: St. Louis Downtown Airport**

Client Address: St. Louis Downtown Airport, 6100 Archview Dr., Cahokia, IL, 62206

Contact Name, Title, and Telephone Number: Erick Dahl, Airport Director St. Louis Downtown Airport 618-337-6060

Description of Services (Hanson): ST. LOUIS DOWNTOWN AIRPORT

For more than a decade in our role as a general consultant, Hanson has provided airport planning and environmental services for the St. Louis Downtown Airport, the third busiest airport in the metro area. The location of the airport in a Mississippi River floodplain creates a set of unique and challenging wetland and wildlife conditions, which were faced by Hanson during design of various airport improvements. Hanson staff, through the well-coordinated National Environmental Policy Act and permitting process, was able to modify a U.S. Army Corps of Engineers monitored drainage system, while remaining environmentally sensitive to the area by avoiding or minimizing impacts when practicable. The Section 404 Permit Application encompassed installation of more than 600 feet of culverts in a major drainage canal in the Mississippi River food control system, in order to handle the storm water from the proposed airport improvements. Additional airport planning and environmental services included:

- Airport master plan update
- Environmental assessment for a runway extension
- Land acquisition services for a storm water mitigation pond
- Rates and charges review

An airport is both a public service and a business, and must be operated as such. From a business standpoint, the airport has the ability to generate certain revenues and therefore the obligation to do so. The most satisfactory method of accomplishing this is through a combination of fair and equitable fees and charges associated with the use of the facilities. Airport revenues are derived from leases, rental rates, airfield fees and charges and other operating revenue. In consideration of these issues, the management of St. Louis Downtown Airport (CPS) asked Hanson Professional Services Inc. to review the current leases and fee structure to ensure that the airport is maximizing potential revenue and development opportunities while maintaining a competitive balance in the region. This project updated a rates and charges survey conducted in 2009, to take into account changes in lease documents and conditions, as well as a new airport leasing guidance document prepared through the Airport Cooperative Research Program (ACRP), Report 47 Guidebook for Developing and Leasing Airport Property (ACRP Report 47).

**Client Name: Illinois Department of Transportation**

Client Address: Illinois Department of Transportation, Hanley Building, 2300 S. Dirksen Parkway, Springfield, IL 62764

Contact Name, Title, and Telephone Number: Bill Viste, Project Coordinator Illinois Department of Transportation 217-785-1764

Description of Services (Hanson): SOUTH SUBURBAN AIRPORT (BULT FIELD) The South Suburban Airport (SSA) project is a prominent example of Hanson's airport planning, environmental and program management services in action. The full life cycle process of covering greenfield property into a large, 20,000-acre air carrier facility gave Hanson the opportunity to provide our client — the Illinois Department of Transportation (IDOT) — with aviation planning services it can rely on and trust. Although Hanson was already in the process of providing comprehensive property acquisition services, the acquisition of Bult Field — a private-use airport — and its transition to IDOT ownership presented a particular challenge. Following the airport ownership transition, Hanson provided assistance by developing fixed base operator (FBO) and fuel supply scopes of services, conducting all line service training and overseeing facility compliance with all state inspection requirements and continuing to operate the facility on behalf of the state under a management contract. In addition, Hanson staff prepared the airport operations manual, including capital plans and daily inspection reports for the airport and fueling facility and prepared and taught training modules on driver training, airport daily inspections, fueling inspections and customer service. Hanson also aided in the orderly, feasible transition of ownership by conducting the public-private partnership (P3) industry outreach, created revised passenger and operational forecasts, provided revised capital and operational expenditure figures with a full profit/loss financial analysis and developed a "path forward" recommendation for IDOT to consider for eventual P3 procurement at the SSA. In addition, Hanson provided the following services:

- Airport master planning
- Airport environmental planning
- Full-range property acquisition services
- Airport management consulting
- Program management
- P3 technical bid support due diligence
- Development and implementation of airport best management plans (BMPs)

**Client Name: Indianapolis Airport Authority**

Client Address: Indianapolis Airport Authority, 3867 North Aviation Way, Greenfield, IN

Contact Name, Title, and Telephone Number: Jared Klaas, P.E., Director, Engineering Indianapolis Airport Authority 317-487-5147

Description of Services (Hanson): INDIANAPOLIS INTERNATIONAL AIRPORT Hanson provided professional engineering services at the Indianapolis International Airport, refurbishing an 11,200-foot-by150-foot runway and three taxiways. The rehabilitation included concrete panel replacement, joint cleaning and sealing, bituminous pavement repair and pavement marking. Hanson also provided data collection, pavement survey and evaluation, preliminary and final design, construction plan preparation, specifications and bid document preparation, construction phasing and coordination, bidding assistance, construction administration and construction observation assistance. The airport is the second-largest hub for Federal Express. Additional projects Hanson has completed for the airport include:

- Perimeter roadways evaluation and rehabilitation
- Runway 14/32 and Foxtrot Lane rehabilitation

- Taxiway B rehabilitation
- West Perimeter Road rehabilitation
- Taxiway D Rehabilitation
- Cargo Apron Pavement Replacement
- Airport Roadways and Parking Lots
- Runway 5L/23R Rehabilitation

**Client Name: Edgemoor Infrastructure & Real Estate**

Client Address: 7500 Old Georgetown Road, Bethesda, MD 20814

Contact Name, Title, and Telephone Number: Geoff Stricker, Managing Director, 301-272-2990

Description of Services (PFAL): Financial advisor to Edgemoor Infrastructure & Real Estate, the developer selected to undertake the \$965m capex improvement at Kansas City International (KCI) Airport. The Edgemoor-led team was selected as the preferred bidder for the project.

**Client Name: Solano Transportation Authority**

Client Address: 1 Harbor Center # 130, Suisun City, CA 94585

Contact Name, Title, and Telephone Number: Daryl K. Halls, Executive Director, 707-424-6075

Description of Services (PFAL): PFAL is acting as financial advisor to the SR 37 Policy Committee and four Transportation Authorities (Solano, Marin, Napa and Sonoma) to investigate financial opportunities to improve the existing 21-mile coastal corridor with a \$1-3 billion bridge and berm solution that will address congestion, safety, and climate change resiliency. PFAL's work is intended to assess the feasibility of delivering the improvements with a P3 to expedite funding, financing and project implementation. Our work includes presenting case studies with lessons learned and screening of alternative delivery models such as full-toll privatization with revenue risk and availability payment options, public-private partnership tolling alternatives, and publically financed and managed toll options. This includes developing a high-level feasibility analysis, integrating technical and revenue forecasting advice, developing a preliminary Value-for-Money assessment to compare alternative delivery models, and making clear, actionable recommendations to the policy committee. We also mapped out a clear decision tree process and reviewed an unsolicited proposal for the project.

**Client Name: Abu Dhabi Municipality**

Client Address: P.O. Box 263, Abu Dhabi, UAE

Contact Name, Title, and Telephone Number: Dr. Jamal El Zarif, Ph.D., Technical Advisor, Infrastructure & Municipal Assets Sector, 011-971-2-695-5289

Description of Services (p3point): p3point serves as the P3 financial team member on the advisory team providing advice to the Abu Dhabi Municipality on the development of a potential approximately \$30 million pilot P3 LED street lighting project, including the development of, and alternatives analysis for, the P3 concession structure, size and term, risk allocations, financial model, payment formula, KPIs and other P3 procurement and financing aspects.

**Client Name: City of Santa Clara**

Client Address: 1500 Warburton Avenue, Santa Clara, CA 95050

Contact Name, Title, and Telephone Number: James Teixeira, Director of Parks & Recreation, 408-615-2260

Description of Services (PFAL): Project Financial Advisory, Limited (PFAL) and sub-consultants is providing financial advisory, capital campaign, public opinion research, and project management services for new 171,000 sf. ft. (\$250m) International Swim Center, Community Recreation Center, and International Swimming Hall of Fame project. PFAL will develop and evaluate potential financial strategies and funding capacities and options; conduct community outreach and public opinion research on the options developed; form a capital campaign team to assist in raising private/corporate donations and sponsorships; and, propose potential public private partnership options to aid the City in project financing and delivery of the project.

## **Past Client References:**

### **Client Name: City of Long Beach**

Client Address: 333 West Ocean Blvd, Long Beach, CA 90802

Contact Name, Title and Telephone Number: John Gross, Director of Finance, 562-570-6465

Description of Services (p3point): Lead P3 financial advisor to City and Port of Long Beach on procurement, financing and deal structuring of landmark, industry award winning, \$520 million new civic center campus including development of RFP and procurement process, evaluated various project legal and project finance structures (63-20, 501c3, COPs, LRBs, taxable) and risk allocation, led financial and affordability analysis, financial evaluation criteria, helped develop payment formula, provided assistance on project analysis and contract negotiations, and structured innovative deal components that saved millions of dollars for the City. Project includes new City Hall, Main Library and Port Headquarters totaling over 583,000 sqft of office space, and new city park of 4.9 acres, and private real estate development

### **Client Name: Nakheel**

Client Address: P.O.Box 17777, Dubai, UAE

Contact Name, Title, and Telephone Number: Martin Hall, Nakheel Regional Infrastructure Director, 011-971-4-430-7575

Description of Services (p3point): Michael Palmieri (at a firm prior to p3point) was the team leader, sole financial advisor and lead procurement advisor to the government (Dubai government's master real estate developer Nakheel) in the procurement of a \$1.75 billion DBFOM P3 project that incorporated 3 separate but parallel procurements of desalination, wastewater treatment and reuse, gas distribution and municipal waste in a combined project scheme. Scope of work included leading the entire procurement process for the 3 projects, managing the legal and technical advisors, market research and soundings, project structuring, development of 3 project agreements, 3 separate RFQs and RFPs, financial modeling for each component, RFQ shortlist evaluation and RFP evaluation of bids, negotiating P3 concession contracts with the 3 preferred bidders, analyzing business plans, financials and loan arrangements; analyzing market tariffs and proposals of alternative tariff structures.

### **Client Name: Royal Canadian Mounted Police Client Address:**

Sandy.Smithbower@pwgsc-tpsgc.gc.ca

Contact Name, Title, and Telephone Number: Sandy Smithbower, PWGSC/RCMP  
+1 (604) 418-2802

p3point Consortium  
St. Louis City/Airport – October 20, 2017

Description of Services (PFAL): Royal Canadian Mounted Police "E" Division Headquarters Redevelopment. Steven Leeming was financial advisor from 2008 – 2013 with this transaction value of \$263 million. Steven assisted the government agency provided advice on governance and team structure, procurement documentation including extensive advice on the project agreement, participate actively in the collaborative meetings during the RFP, assist with evaluations, participate in negotiations to close. He worked with the government agency on completion of the business case for the project. Steven's specific responsibilities on this project that demonstrate the relevant Financial Advisor Scope of services include:

- 1) Commercial lead on the Business Case phase. PBC became involved in the project late on the Business Case phase and Steven's contribution was limited to advice on governance and approvals procedure, final risk analysis, detailed procurement planning and the choice of procurement methodology including an extensive analysis of the DBFM and Lease Purchase methods, concluding that the DBFM method showed the greater risk transfer and potential for VfM.
- 2) Commercial lead on the Procurement phase including procurement planning, development of procurement documents including RFQ and RFP, submission requirements, proposal evaluation criteria, evaluation manuals, worksheets and reports. Project Agreement, proposal reviews with detailed involvement in the D&C and FM stream and otherwise a general overview at both RFQ and RFP stage, Commercial lead in RFP collaborative meetings with Proponents and assisted the client in explaining the Project to RCMP and PWGSC decision makers, including treasury board representatives, drafting evaluation reports and reporting back to the evaluation committee, assisting in negotiations up to and including financial close. Of particular note were hours spent with the owner's advocate team reviewing and optimizing the Output specifications, and pre contract negotiating with the preferred proponent to conform the specifications so that there were no gaps with the proposal and where gaps existed ensuring that they were documented and that the proponent accepted that they were going to have to remedy the matters during the design development process.

**Client Name: Edgemoor Infrastructure & Real Estate**

Client Address: 7500 Old Georgetown Road, Bethesda, MD 20814

Contact Name, Title, and Telephone Number: Geoff Stricker, Managing Director, 301-272-2990

Description of Services (PFAL): PFAL acted as financial advisor to the developer, Edgemoor for the new University of Kansas (KU) development. The financing was \$380 million of Tax-exempt Lease Development Revenue Bonds, which closed January 2016. The project represents one of the largest social infrastructure PPPs that has been undertaken in the US. The project includes the development of more than 900,000 sq. ft. of facilities across approximately 55 acres of land, including an Integrated Science Building, a revised Student Union, a central utility plant, student housing and dining facilities, parking structures and facilities, the North District Power Plant improvements, and certain infrastructure work and improvements.

PFAL evaluated a number of alternatives to structure a financial solution that provides the lowest cost of capital within a compressed timeline to meet the university's requirements. During the course of our work, PFAL strategized and managed the rating agency process,

built and ran a sophisticated project finance financial model that evaluated multiple financing solutions, assisted in negotiating documentation to support the project's rating goals, and identified over \$30 million in cost savings. With no pre-negotiated contracts, the project went from award to close in seven months.

The project was 100% financed with tax-exempt debt, another unique feature which provided for an exceptionally low cost of capital. The debt was issued by a private conduit issuer on behalf of a newly formed special purpose non-profit. The effective interest cost (i.e. the TIC) on the 35 year project bonds is 3.76%. Due to the innovative structure developed by PFAL, effective risk transfer, and expected revenue from the completed project, KU's Aa2 rating was unchanged, despite a near doubling of KU's debt burden.

**Client Name: United Power Company**

Client Address: P.O. Box 147, Jawharat A'Shatti, Postal Code 134, Oman

Contact Name, Title, and Telephone Number: Tony Georgiou, Director, 011-968-246-984-98, or 011-968-244-006-00, or 011-968-244-006-26

Description of Services (PFAL): Michael Palmieri (at a firm prior to p3point) was the team leader and sole financial advisor to the project where he led the team, including legal, engineering, environmental, and public policy members, advising both the project and the government to make the project bankable. This was the first P3 power project IPP in the Arab Gulf region. Michael Palmieri assisted in negotiation of the concession and power purchase agreement with the government, assisted in project development, and led the \$243 million project financing including export credits from two countries and loan syndication. Various innovative financing structures and risk allocations were developed by Michael Palmieri to take advantage of available longer term debt financing.

**Client Name: Oman Power and Water Procurement Company (OPWP)**

Client Address: PO Box 1388, Muscat, Oman

Contact Name, Title, and Telephone Number: Andrew Rackham, Advisor, Project Development, OPWP, 011-968-92-446-575

Description of Services (p3point): Michael Palmieri led the team (at a firm prior to p3point) that was the lead advisor to the government Oman for the successful procurement of a \$300 million seawater reverse osmosis desalination P3 project of 42m IGPD on a take or pay 20 year off take agreement. The advisory work included managing the entire procurement process, sub-consultant management, market research, project structuring, development of all project agreements, development of the RFQ and RFP, financial modeling, bid evaluations, and negotiation assistance to reach financial close.



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 West Ocean Boulevard 6<sup>th</sup> Floor • Long Beach, CA 90802 • (562) 570-6465 • Fax (562) 570-5836

April 21, 2017

Michael Palmieri, President  
p3point  
1450 Sproul Avenue  
Napa, CA 94559

Michael:

I want to thank you for your invaluable services to the City during the 2013-2016 procurement of our Civic Center Public Private Partnership ("P3") project.

The approximately \$520 million project includes our 11-story 270,000 sq. foot city hall, the Port's 11-story 237,000 sq. foot headquarters, a two-story 92,000 sq. foot main library, a 73,000 sq. foot civic plaza, underground parking of 469 spaces, a central utility plant, a rooftop solar system and a revitalized city park of 4.9 acres.

As the City's P3 finance advisor, in the first 13 months working in the Arup consortium advising the City, or for the subsequent 18 months working directly as a consultant to me as the Finance Director, you quickly became a trusted advisor to me and the City, delivering thorough and valuable analysis, guidance and advice. You consistently provided insights not elsewhere available, and you were persistent in identifying many potential and actual issues over a broad range of subjects, sometimes extending beyond the directly financial areas.

Your role included contributing to the development of the RFP and the procurement process, evaluating various project legal and financial structures (P3, Lease Revenue Bonds, COPs, 63-20, 501c3), leading the City's financial and affordability analysis, and preparing the RFP financial evaluation criteria, leading the bid evaluation team on the financial components of the competitive bids, a wide spectrum of project component analysis, review and assessment of the project financing plan and financial model, development of the payment formula, providing content and comments on various staff presentations to the City Council, attending most design meetings and all deal structuring and financing meetings, assisting in contract negotiations (working closely with me and other City staff, the City attorney and outside counsel) and keeping me updated on project development aspects, costs, risks and alternatives.

You were tenacious when it came to protecting the City's interest and risk positions, especially during negotiations to try to get the best value and risk allocations possible for the City. By the time of financial close, your insights allowed the City to innovatively develop multiple financial structuring elements that provided millions of dollars of savings for the City.

It was very good to have you on the project and watching out for the City. Thank you for your contributions to our successful Civic Center project. They will have positive impacts to the City for decades to come.

Sincerely,

John Gross  
Director of Financial Management



# CITY OF LONG BEACH

DEPARTMENT OF ECONOMIC AND PROPERTY DEVELOPMENT

10333 West Ocean Boulevard 3<sup>RD</sup> Floor • Long Beach, CA 90802 • (562) 570-6099 • Fax (562) 570-6380

July 13, 2016

Letter of Recommendation for Michael Palmieri

As Director of Economic and Property Development of the City of Long Beach, I was the lead staff member for the City of Long Beach, responsible for the development and procurement of our \$520 million new Long Beach Civic Center Public Private Partnership ("P3") Project from 2010-2016. The project is designed for high seismic resiliency, is targeted for LEED gold or better and facilitates a reinvigorated downtown with: (1) 11-story 270,000 sqft City Hall, (2) 11-story 237,000 sqft Port Headquarters, (3) two-story 92,000 sqft Main Library, (4) 73,000 sqft Civic Plaza, (5) underground parking of 469 spaces, (6) Central Utility Plant, (7) three-rooftop solar system providing up to 25% of Project energy needs, (8) a revitalized City park of 4.9 acres, (9) a plan for future mixed-use development with up to 580 residential units, retail space and up to 200 hotel rooms, and (10) increased employment, additional tax revenues, and new residents.

For the period from RFP kickoff in 2013 to selection of Preferred Bidder in 2014, Michael Palmieri was a consultant to the lead advisor to the city on the project, the Arup advisor consortium (including HOK, BAE Urban Economics, MBI). In 2014, the city conducted a public competitive tender seeking a lead P3 financial advisor to the city on the project, while retaining the Arup advisory consortium. Eight complying submittals were received and after interviewing a shortlist of three firms, Michael was selected and approved by City Council. As lead P3 financial advisor to the city, Michael reported to the director of finance and the treasurer, and continued to work closely and successfully with me, all the other city departments, Arup and other consultants. Michael's role included contributing to the development of the RFP and procurement process, evaluating various project legal and financial structures, leading the city's financial and affordability analysis, and preparing financial evaluation criteria; he also guided the bid evaluation team on the financial components of the competitive bids from both the Macquarie-led consortium and Plenary-led (winning) consortium, including co-developer Edgemoor Infrastructure and Real Estate, operating service provider Johnson Controls, general contractor Clark Construction, and lead designer Skidmore Owings & Merrill.

Michael has consistently been reliable, providing clear analysis and presentations, advice and explanations, from the big picture to the smallest detail, to help city staff, including myself, make well-informed decisions for the project as it developed. He was tenacious when it came to protecting the city's interest and risk positions, fighting hard with the Plenary consortium during negotiations to try to get the best value and risk allocations possible for the city. Most critically, he provided assistance on project analysis, formulation of the payment mechanism and contract negotiations (working closely with me, the city attorney and outside counsel), providing content and comments on staff presentations to the City Council, while keeping the city updated on risks and alternatives. By financial close, Michael's efforts helped to achieve annual payments that were less than the annual limits for the project approved by City Council in December 2015, while providing double the size of contingency funds and innovatively developing multiple financial structuring elements that provided a combination of one-time and life-time savings for the city of over \$3 million dollars.

Additionally, Michael has been a pleasure to work with during this process, providing sound insight, demonstrating keen intelligence and delivering a tireless work effort, while offering attention to detail, excellent written and oral communication, advanced interpersonal skills, and highly innovative ideas. He became a trusted advisor to me and the City, delivering thorough and on-point analysis, guidance and advice. I recommend to anyone considering a large infrastructure project, especially a P3, to add Michael to their team. His proven expertise, experience and value-added intangibles are, without doubt, indispensable to success.

Sincerely,

Michael P. Conway, Director  
Department of Economic and Property Development  
City of Long Beach  
333 West Ocean Boulevard  
Long Beach, CA 90802  
[michael.conway@longbeach.gov](mailto:michael.conway@longbeach.gov)





## **SECTION 8: Administrative**

**Acknowledgment**

**Proposer Certification**

**Non-Collusion**

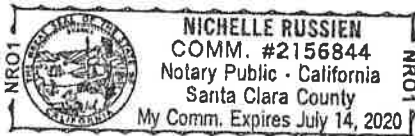
**No Conflict of Interest**

**Form of Contract**

**ACKNOWLEDGMENT**

STATE OF California  
COUNTY OF Santa Clara } SS.:

On this 20th day of October, 2017 before me, the undersigned, personally appeared Michael M. Palmieri, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of P3Point, the corporation described in and which executed the within instrument, and acknowledged that he/she signed the within instrument on behalf of said corporation.



[Signature]  
Notary Public Nichelle Russien

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Santa Clara  
On Oct 20, 2017 before me, Nichelle Russien,  
Notary Public, personally appeared Michael M. Palmieri,  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

**P3POINT<sup>®</sup>**  
Public Private Partnerships  
5123 Kingston Way, San Jose, CA 95130

**REQUEST FOR PROPOSALS FOR THE PROVISION OF CITY/AIRPORT  
ADVISORY SERVICES RELATED TO A LEASE OF THE AIRPORT IN  
ACCORDANCE WITH THE FAA AIRPORT PRIVATIZATION PILOT  
PROGRAM (49 U.S.C. § 47134)**

October 20, 2017

Michael Garvin  
City Counselor's Office Department  
City of St. Louis  
1200 Market Street  
Room 314  
St. Louis, MO 63103

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service contract with the City for the required services. The undersigned agrees and understands that the City is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City, its directors, officers, employees, or agents unless a contract is signed by a duly authorized officer of the City Counselor's Office.

It is understood and agreed that the City reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.



Michael M. Palmieri  
President, p3point  
p3point Consortium Manager  
415-309-5542  
michael.palmieri@p3point.com

**P3POINT®**  
Public Private Partnerships  
5123 Kingston Way, San Jose, CA 95130

**REQUEST FOR PROPOSALS FOR THE PROVISION OF CITY/AIRPORT  
ADVISORY SERVICES RELATED TO A LEASE OF THE AIRPORT IN  
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October 20, 2017

Michael Garvin  
City Counselor's Office Department  
City of St. Louis  
1200 Market Street  
Room 314  
St. Louis, MO 63103

**NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured, or prepared, directly or indirectly, in a manner contrary to the laws of the State of Missouri and the City, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any City employee, officer or official.



Michael M. Palmieri  
President, p3point  
p3point Consortium Co-Manager  
415-309-5542  
michael.palmieri@p3point.com

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5123 Kingston Way, San Jose, CA 95130

**REQUEST FOR PROPOSALS FOR THE PROVISION OF CITY/AIRPORT  
ADVISORY SERVICES RELATED TO A LEASE OF THE AIRPORT IN  
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October 20, 2017

Michael Garvin  
City Counselor's Office Department  
City of St. Louis  
1200 Market Street  
Room 314  
St. Louis, MO 63103

**NO CONFLICT OF INTEREST**

The award of a contract is subject to provisions of all Federal, State, and City laws. All proposers must disclose with their proposals the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any City officer, employee, or elected official who owns, directly or indirectly, an interest of one percent or more in the proposer or any of its subsidiaries or affiliates.

Our Consortium and all its members has no officer, director, or agent who is also an employee of the City.

Our Consortium and all its members has no City officer, employee, or elected official who owns, directly or indirectly, an interest of one percent or more in the proposer or any of its subsidiaries or affiliates.

Our Consortium and all its members have no conflicts of interest.



Michael M. Palmieri  
President, p3point  
p3point Consortium Co-Manager  
415-309-5542  
michael.palmieri@p3point.com



## FORM OF CONTRACT

THIS AGREEMENT is made and entered, in duplicate, as of \_\_\_\_\_, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of St. Louis at its meeting on \_\_\_\_\_, 2017, by and between p3point ("Consultant"), a California corporation with a place of business at 5123 Kingston Way, San Jose, California 95130, and the CITY OF ST. LOUIS, a municipal corporation ("City").

WHEREAS, City requires specialized consulting services services requiring unique skills to be performed in connection with the Airport privatization or lease, ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

### 1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below.

B. The City's obligation to pay the amounts stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to

appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Consultant has requested to receive regular payments. City shall pay Consultant in due course in accordance with Exhibit "B". Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

F. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on \_\_\_\_\_, 2017, and shall terminate at 11:59 p.m. on \_\_\_\_\_, 2018, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The parties have the mutual option to renew this Agreement for three (3) additional one-year periods.

3. COORDINATION AND ORGANIZATION. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Consultant shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to

Consultant information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

4. INDEPENDENT CONTRACTOR. In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

#### 5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation



against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance

and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the services of Consultant and Consultant's employees and agreed subcontractors, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant, the Consultant's employees and agreed subcontractors. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary

or otherwise, as between the interests of City and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D".

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior written notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to City.

11. CONFIDENTIALITY. Consultant shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the

course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement. Notice by the City of an extension must be given to Consultant thirty (30) days prior to the expiration of the Term or any previous extension.

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Santa Clara, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance

with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

#### 16. PREVAILING WAGES.

A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

17. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

#### 18. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply

with any of its obligations contained in this Agreement, including any obligations arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

19. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

#### 20. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section \_\_\_\_\_ et seq. of the City Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of St. Louis, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of St. Louis' Equal Benefits Ordinance may be obtained from the City of St. Louis."

B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions

taken pursuant to the provisions of City Municipal Code \_\_\_\_\_ et seq., Contractor Responsibility.

E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of City Municipal Code Section \_\_\_\_\_ et seq., Contractor Responsibility.

22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 1200 Market Street, St. Louis, MO 63103, Attn: City Manager, with a copy to the \_\_\_\_\_ at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

### 23. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data: © City of St. Louis \_\_\_\_\_, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other



monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

25. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

26. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

27. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099- Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until Consultant provides one of these numbers.

28. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

29. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

p3point "Consultant" \_\_\_\_\_, \_\_\_\_, 2017

CITY OF ST. LOUIS,

By "City" \_\_\_\_\_ City Manager, \_\_\_\_, 2017

This Agreement is approved as to form on \_\_\_\_, 2017.

City Attorney

By \_\_\_\_\_

#### **Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification**

As a current or potential vendor for the City, your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;

Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;

Do not presently have a proposed debarment proceeding pending;

Have not, within a three (3) year period preceding this bid/agreement/proposal, been

indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;

Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_ Consultant

\_\_\_\_\_ Name of Authorized Representative

\_\_\_\_\_ Title of Authorized Representative

\_\_\_\_\_ Signature of Authorized Representative

\_\_\_\_\_ Date