



# ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

*Public-Private Partnership » Response to RFQ » November 1, 2019*



**MOMENTUM**  
AVIATION PARTNERS

STRICTLY PRIVATE AND CONFIDENTIAL

November 1, 2019

**RE: Request for Qualifications (the "RFQ") for a potential public-private partnership (the "Airport P3") involving the St. Louis Lambert International Airport (the "Airport")**

To: The Airport Advisory Working Group for the City of St. Louis  
Paul Payne, Budget Director, Chair, Airport Advisory Working Group  
Marlene Davis, Alderwoman and Chair, Transportation and Commerce Committee  
Michael Garvin, Deputy City Counselor  
Rhonda Hamm-Niebruegge, Airport Director  
Gerard Hollins, Financial Analyst, Board of Aldermen  
LaTania Kenner, Accounting Manager, Office of the Comptroller  
Linda Martinez, Deputy Mayor for Development

Dear Airport Advisory Working Group for the City of St. Louis:

Momentum Aviation Partners, led by Partners Group (USA) Inc., on behalf of investment vehicles managed or advised by Partners Group (USA) Inc. or its affiliates, ("Partners Group"), Aeropuerto de Cancún S.A. de C.V., a wholly owned subsidiary of Grupo Aeroportuario del Sureste, S.A.B. de C.V. ("ASUR") and Hunt Construction Group, Inc. (AECOM Hunt) (each, a "Team Member"), hereby submits this Statement of Qualifications ("SOQ") in response to the Request for Qualifications (the "RFQ") dated October 4, 2019 for a potential public-private partnership (the "Airport P3") involving the St. Louis Lambert International Airport (the "Airport").

Between each other, the Team Members intend to have an equal participation in all rights and responsibilities relating to the operation and maintenance of the St. Louis Lambert International Airport. The Team Members will define the optimal holding structure for their participation in the operations and maintenance services at the Airport at the beginning of the Request for Proposal (RFP) process.

As presented in the following "SOQ", each of the Team Members has a robust individual expertise in the operation and maintenance of international commercial and general aviation airports. This Consortium is particularly compelling by the combination of:

- (i) ASUR's track record in operating, maintaining and developing airports in Latin America, which includes the award-winning Cancún International Airport (the second-largest in México), Luis Muñoz Marín International Airport (Puerto Rico's biggest international airport), and Rionegro Airport (the second-largest in Colombia), along with;
- (ii) Partners Group's experience in the world-class passenger terminal at Billy Bishop Toronto City Airport as well as other major infrastructure projects globally in the sectors of transportation, communication, conventional power, renewable power, energy infrastructure, water, and social infrastructure;
- (iii) AECOM Hunt's premier aviation construction experience highlighted by the newly opened Louis Armstrong New Orleans International Airport – North Terminal, the award-winning Col. H. Weir Cook Terminal at Indianapolis International Airport and the \$1.3 billion Maynard H. Jackson Jr. International Terminal at Hartsfield-Jackson Atlanta International Airport.

We strongly believe Momentum Aviation Partners is uniquely positioned to deliver maximum value to the City of St. Louis and the region. Together, we can work to implement best practices, maximize efficiencies, and to develop a first-class airport for the people of St. Louis and its visitors that will create quality jobs and drive economic growth.

We are very excited about this process and we look forward to working with you.

In case of any questions in relation to the SOQ please refer to:

Edward Diffendal  
Managing Director  
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Yours sincerely,

**Partners Group (USA) Inc.**



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David Layton  
Co-Chief Executive Officer  
Partners Group (USA) Inc.



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Ed Diffendal  
Managing Director  
Private Infrastructure Americas  
Partners Group (USA) Inc.

**ASUR**



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Adolfo Castro Rivas  
Chief Executive Officer  
Aeropuerto de Cancún S.A. de C.V.

**Hunt Construction Group (AECOM Hunt)**



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Kenneth L. Johnson  
President, Central Division  
AECOM Hunt



# MOMENTUM

AVIATION PARTNERS

Evaluation Criteria	Location
1. Experience in managing airport(s) similar in scope, scale, and complexity to St. Louis within the past seven years, including relevant examples of aeronautical and non-aeronautical improvements.	Secion 4.a.i.
2. Experience in delivering material capital improvement programs for material maintenance and upkeep programs, terminal expansion, and/or new construction and the size of the capital programs managed.	Secion 4.a.ii.
3. Successful leadership of public infrastructure transactions of greater than \$1 billion.	Section 5
4. Experience in developing airport or other infrastructure-adjacent real estate for airport and non-airport purposes.	Secion 4.a.i.
5. Management of public infrastructure in a manner that served the objectives of stakeholders, including local constituents and infrastructure users.	Secion 4.a.iii.
6. Financial information indicating success in raising equity and debt capital to support similar projects of this nature and the ability to do so for a potential St. Louis transaction.	Secion 5
7. Acknowledgements of City priorities for: <ul style="list-style-type: none"> <li>a. Improvement of the Airport for all stakeholders, including incremental uses of the Airport's significant excess capacity.</li> <li>b. Net cash proceeds to the City, upfront and/or over time for non-Airport purposes.</li> <li>c. Community and economic development in St. Louis and across the region.</li> </ul>	Secion 2
8. Acknowledgement of City-Related Commitments regarding: <ul style="list-style-type: none"> <li>a. MBE / WBE requirements with respect to third party contracting.</li> <li>b. Retention of current Airport Employees.</li> <li>c. Lack of lender exclusivity as it relates to this transaction.</li> <li>d. Conflicts of Interest certification.</li> <li>e. Defeasance of all outstanding Airport debt.</li> </ul>	Secion 2

*The data on pages of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets. The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with this proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.*



# COVER PAGE >>



The Team Members that make up **MOMENTUM AVIATION PARTNERS** include the following firms.

FIRM	ROLE
Partners Group	Lead Equity
Aeropuerto de Cancún, S.A. de C.V. ("ASUR")	Lead Operator/Equity
Hunt Construction Group, Inc. (AECOM Hunt)	Lead Construction/Engineering
Branson Airport, LLC	Operator
Vasey Aviation Group, LLC	Senior Advisor/Operating Partner
Lewis Rice	Legal
Milbank LLP	Legal
Kaplan Kirsch & Rockwell	Legal
Liberty Bank	Commercial/Community Banking
Campbell-Hill Aviation Group, LLC	Traffic Forecasting
REI Investments	Real Estate Advisory
Global Parking System, Inc.	Parking
Fentress Architects	Architect
HOK	Architect
CHA Consulting, Inc.	Civil Engineering
C. Rallo Contracting Co., Inc.	Construction

Information for each firm is provided in Section 3. Description of Respondent.



# EXECUTIVE SUMMARY & STRATEGIC RATIONALE >>

Momentum Aviation Partners (“MAP”) appreciates the City of St. Louis clearly identifying its objectives for the full airport public-private partnership (“P3”) in the RFQ for St. Louis Lambert International Airport (“STL”). It is also helpful to the market that the City included its evaluation guidelines in the RFQ. Our team has carefully prepared its response with your objectives and evaluation guidelines in mind.

MAP has developed its strategic rationale to meet the stated objectives of the City and to also bring additional resources, programs and experiences to this transaction.

**City Objective One: Improvement of the Airport for all stakeholders, including incremental uses of the Airport’s significant excess capacity**  
Momentum Aviation Partners’ approach to this objective includes aligning our expertise and experience at the equity, development, revenue, operations and capital improvement levels with the City’s six interests in this objective.

City’s Interest	MAP Alignment with City Interests
1. Optimization of existing terminal and airfield	<p>The STL airport has gone through significant operational and financial changes over the past 20 years. The changes caused by the loss of the TWA/American Airlines hub have resulted in excess capacity for the terminal and the airfield with associated operating costs. This has also limited the ability of the Airport to make many significant capital improvements needed given the age of the terminal facilities.</p> <p>Many of the core MAP team members successfully addressed these same issues as part of the San Juan airport P3 transaction and produced a result that benefited all of the airport stakeholders. Similar to STL, San Juan was also de-hubbed by American Airlines, leaving an excess in capacity and a reduction in passengers. ASUR, AECOM Hunt and Vasey Aviation developed the \$300M Capacity Enhancement Plan (CEP) and presented it to the airlines during the P3 proposal phase. The San Juan team also funded a new multi-million dollar tourism initiative along with the CEP to jump-start new air service as a counter to the reduced service from American. The CEP reduced operating and maintenance costs, reduced ongoing capital costs, increased airport revenues and commercial offerings, and actually increased passenger throughputs for ticketing, baggage handling, security checkpoint processing and aircraft gate utilization. The CEP also brought an additional \$270M to the final upfront figure offered to the Government of Puerto Rico in the bid. The airlines signed off on this major capital program and it was completed, providing proof that the private sector, working with government and airport stakeholders, can together create a new passenger experience and operating environment as part of a P3 airport transaction.</p>
2. Redevelopment of airport retail and concessions	<p>The airport retail and concession programs for airports are very dynamic and require more detailed analysis and execution than ever before. Successful operators need to be innovative, flexible and responsive to changing market conditions and passenger expectations. This P3 transaction allows the MAP team to separate the capital requirements of the concession/retail programs from the operating agreements. This aligns the required capital with the long-term airport lease and provides the flexibility to change concepts and add innovations through shorter-term operating agreements between MAP and its vendors.</p>
3. Development of unused airfield and land with commercial potential	<p>The MAP team has significant development experience and real estate experience. Partners Group has a dedicated Private Real Estate team. ASUR and Branson have both invested in and developed major programs at their respective airports – Branson started as a greenfield site in the Ozark Mountains and has been developed into a full airport. The MAP team also has both national and local real estate developers engaged in order to develop a holistic approach to overall capital improvements and land use planning for the airport.</p>
4. Enhancement of landside service offerings and related revenues	<p>The airport landside has arguably become the most dynamic part of the current airport environment. Disruptive technologies such as Uber and Lyft have both affected airport revenues and are providing new revenue opportunities. Under the general heading of “access fees” there are many new structures that will be implemented by MAP that expand passenger choices on the airport landside.</p>
5. A significant near-term capital improvement	<p>The past 20 years at STL has created a need for new capital investments including the terminal area. MAP has identified significant development opportunities at the STL airport. MAP has the equity, experience and operational expertise on its team to plan, finance, design, construct and operate a major new development at the airport involving the landside, terminal and airside. This new development, estimated to be hundreds of millions of dollars, is intended to commence on Day One of airport operations and provide jobs, community benefits and improved passenger interactions for the airport, its stakeholders, the community and the region.</p>
6. Airline requirements for the Airport	<p>The airlines as a group are one of the most important stakeholders and partners in an airport P3. The US airport P3 market is significantly different than the airport P3 model in the rest of the world where airport P3 operators set airline rates with little to no input from the airlines. This model does not and will not work in the US market. The MAP team has proven success in its US airline relationships with a 15-year long-term agreement in San Juan through that airport P3, and long-standing relationships between the airlines and ASUR’s airport at Cancun. MAP team members also executed a very large capital program at San Juan that was not required by the Request for Proposal but that was added to the upfront bid and accepted by the airlines because of the significant benefits it brought to the airlines at no increase to the airline fees included as part of the deal.</p>



### **City Objective Two: Net Cash Proceeds to the City, upfront and/or over time for non-Airport purposes**

The City has built significant value in its airport at STL through careful management and development in the midst of extremely turbulent times that included the events of 9/11 and the 2008 economic downturn. Under Federal law the City is not permitted to take airport revenues off of the airport for non-Airport uses, except through the FAA Airport Investment Partnership Program ("AIPP"). This transaction will provide the City with both a major upfront payment and an ongoing annual share of top-line revenue for the duration of the lease. By unlocking the value of the STL airport, the City will be able to create and enhance programs in the community that are transformative, generational and sustainable. As a partner, MAP will also participate in long-term programs that are both airport-based and community-based.

The City will be in the enviable position of deploying the proceeds into the community in any way that it chooses. City leadership, stakeholders and the broader community will participate in a dialogue regarding best uses and priorities. MAP acknowledges that these choices are entirely those of the City. From prior transactions and concepts, we've seen potential uses of proceeds include programs in crime and public safety; social infrastructure; mobility and basic infrastructure; education and workforce development; and economic development.

MAP and its equity partners are committed to support this transaction structured with both an upfront payment and an ongoing top-line revenue share. Currently the City receives about \$6.7M annually from the airport in a FAA-approved transfer of funds as part of the City's gross receipts tax. MAP will wait to receive the Request for Proposals to see what the City's approach is to maintaining this revenue, but general indications are that this revenue stream will be able to continue and that there will likely be additional annual revenues available from the transaction.

### **City Objective Three: Community and Economic Development in the St. Louis Region**

There are three primary activities that MAP associated with community and economic development in the St. Louis region. They are the actions of MAP as the new operator of STL; the cooperation and engagement of MAP with the community, City and regional stakeholders as part of broader economic development objectives; and the actions of the City that contribute to economic development for the City and the region with regard to the use of proceeds.

The City has both unique assets and unique challenges. Unlocking the value built in the airport is going to provide unrestricted proceeds that can be deployed into the City and the community. MAP acknowledges that these choices are entirely those of the City. From prior transactions and concepts, we've seen potential uses of proceeds include programs in crime and public safety; social infrastructure; mobility and basic infrastructure; education and workforce development; and economic development. All of these programs combine into a vibrant economic development model with attractive quality of life, cultural, educational and workforce opportunities.

MAP will become an important corporate partner of the City, community and region. As an airport, the development of air service is one of the most important roles, and MAP will differentiate itself from the market through innovative air service development programs that target cities not currently served non-stop from STL and international flights. MAP has a unique tool that can be deployed at STL to drive new air service and its related economic development. MAP members also actively participate on State, regional and local entities regarding economic development efforts, and would engage in these roles as part of this transaction.

As the new operator of STL, MAP commits to engaging the local community and the City across all aspects of the airport transaction. This begins with equity opportunities for local and minority businesses, continues with an equity commitment and a community banking effort that provides loan guarantees, lines of credit and capital leases for the City's minority-, disadvantaged- and women-owned businesses over the long-term lease. MAP promotes diversity through its hiring, procurement and capital programs, and contributes to the local business community.

### **Momentum Aviation Partners**

Momentum Aviation Partners has assembled a consortium with depth and experience in the financing, operation and development of airports in the US and internationally. Unique to MAP are the only two private airport operators in the US who hold full FAA Part 139 Airport Operating Certificates. The MAP operators have built long-term relationships with the FAA and annually pass FAA inspections and meet FAA regulations and procedures.

MAP has both the financial depth to fund the transaction and also practices the investment policy of including minority- and locally-owned investors in the investment opportunity. MAP also brings an approach to community banking.

MAP has assembled a team of advisors, designers, contractors and operators who have developed and operated award-winning airports in Denver, Indianapolis, Cancun and Seoul. The MAP team is currently involved in some of the most important airport developments in the US at New York LaGuardia Airport and New Orleans International Airport.

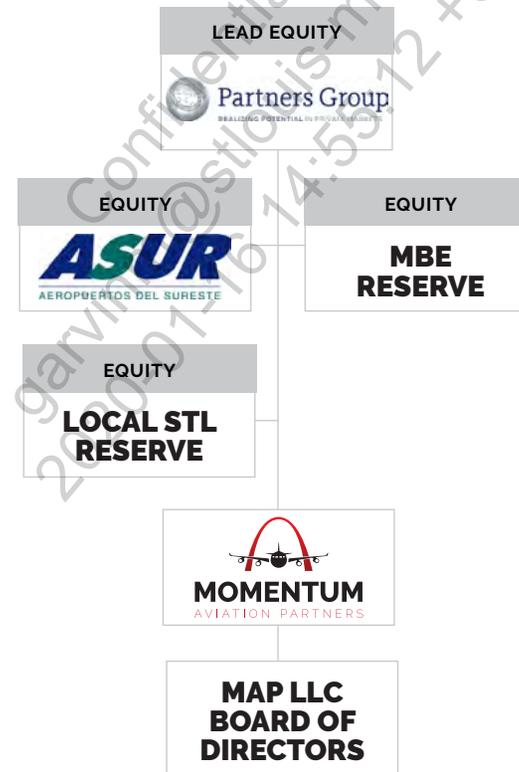


# DESCRIPTION OF RESPONDENT >>

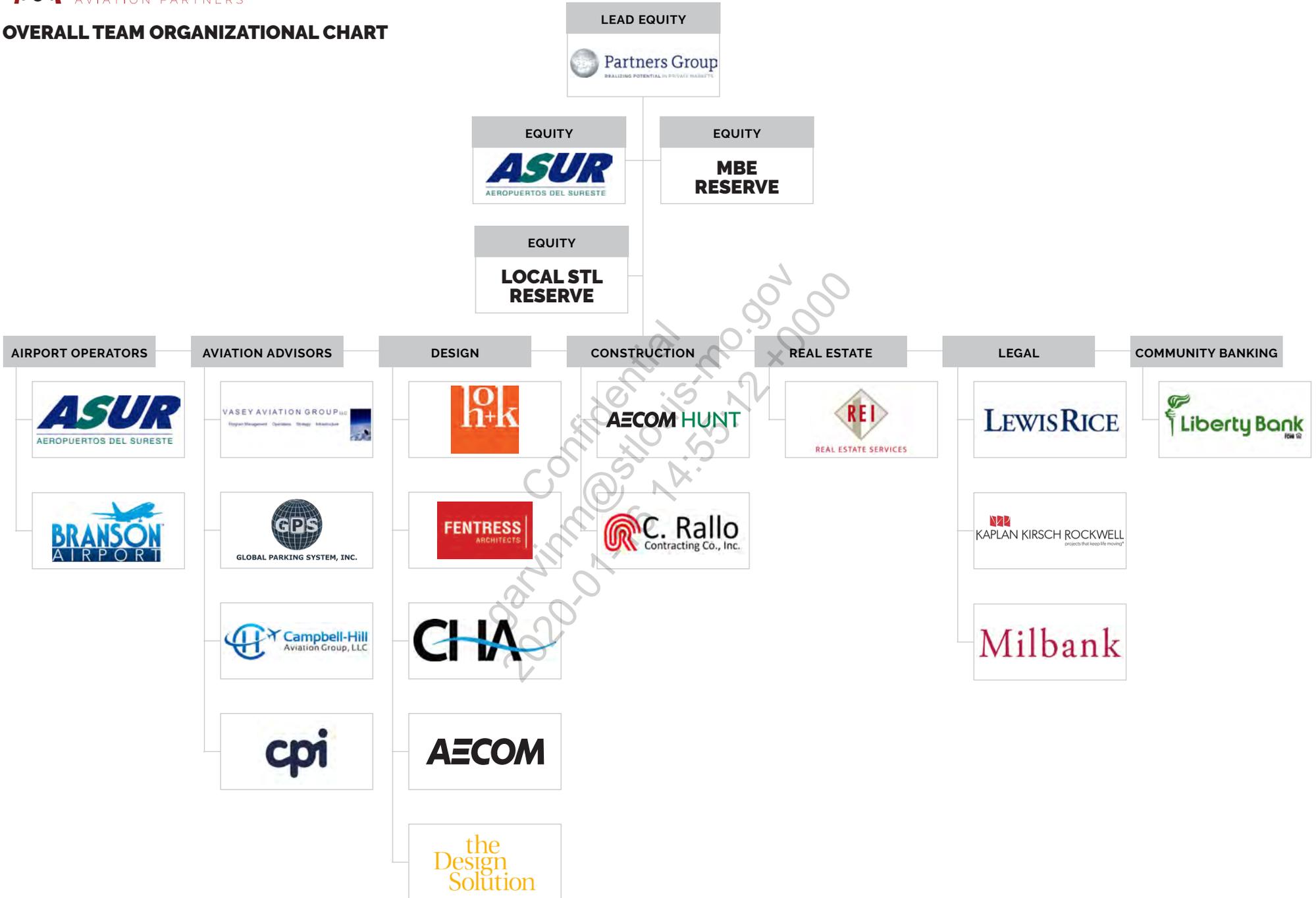


a. Description of Respondent: Provide a description of the Team, including a description of all Team members and the anticipated legal relationship (governance and shareholder structure) among the Team members (e.g., partners, shareholders, client-consultants, etc.) as appropriate. Also provide a description of any upstream relationship to financially responsible entities. b. Controlling Interest / Ultimate Ownership: Identify the individuals or companies who hold an ownership interest of ten percent (10%) or more in each Team member, including any foreign entities and sovereign nation participation.

## EQUITY TEAM ORGANIZATIONAL CHART



**OVERALL TEAM ORGANIZATIONAL CHART**





## PARTNERS GROUP

### **Role: Lead Equity**

Partners Group is a global private markets investment manager serving over 900 institutional investors. Partners Group has over \$90 billion in assets under management and over 1,300 professionals across 20 offices worldwide. Partners Group realizes potential in private markets by financing and developing great companies, desirable real estate and essential infrastructure. Value is created in investments through active and long-term responsible ownership. Since inception, the firm has invested \$100 billion in private equity, private real estate, private debt and private infrastructure. Partners Group's financial strength, global reach and local presence, as well as industry experience across private markets, enables them to successfully engage with industry leaders and entrepreneurs in all key markets.

Partners Group began investing in infrastructure in 2001 and has grown to a platform with \$11 billion in assets under management. Today, the firm boasts a robust global record of accomplishment driven by significant deal flow, relative value strategy and active value creation in transportation, renewables, midstream and infrastructure services. Partners Group's Private Infrastructure team consists of 69 dedicated professionals with diverse global backgrounds. Senior investment professionals with an average of over 19 years of relevant industry experience lead a dynamic team spread globally across Partners Group's offices in the Americas, Europe and Asia.

Partners Group began investing in private real estate in 1999 and has grown to a platform with \$14.5 billion in assets under management. Today, the firm's dedicated local teams invest across the globe and focus on value creation opportunities through owner-oriented active asset management in the retail, office, industrial, hotel, and residential property markets. Partners Group's Private Real Estate team consists of over 65 dedicated private real estate professionals with a diverse range of skills and backgrounds. Senior investment professionals with an average of over 20 years of relevant industry experience lead a dynamic team based across Partners Group's offices in the Americas, Europe and Asia.

At this stage, Partners Group has engaged two members of its Senior Advisor network to support it in the process: Andrew Vasey and Giulio Leucci.

**Andrew Vasey** is the President and founder of Vasey Aviation Group LLC, providing strategic and infrastructure advisory services to private equity funds, airlines and airport operators. He has over thirty years of experience with the financing, planning, design, construction and operation of airport facilities across the U.S. and Europe

(including P3's). Mr. Vasey was the Senior Advisor to the winning consortium of the San Juan PR airport P3 (the largest US airport P3 transaction in the FAA airport program) and the Chief Development Officer of Aerostar Airport Holdings LLC, the private company set up to operate the airport. He was also the Senior Advisor to Propeller Airports for the new terminal at Paine Field in Seattle and the Program Executive for the development of the new Branson Airport in Branson, Missouri.

**Giulio Leucci** is a private equity executive and senior advisor to Partners Group, currently member of the executive board at Aeroport Toulouse-Blagnac.

He previously served as a member of the board of directors and interim CEO of the Billy Bishop Toronto City Airport passenger terminal during Partners Group's investment period, under which he successfully oversaw the completion of the terminal upgrade construction project which brought modernized passenger lounges, with additional capacity and new locally-inspired, food, beverage and retail offerings.

Prior to Billy Bishop, Mr. Leucci held senior roles in asset management for Manchester Airports Group and Edizione, S.r.l., where he was actively involved in public-private partnership procurement and overseeing airport commercial development, financing & refinancing, large capital projects and change management initiatives.

**In addition, Partners Group's senior infrastructure team has deep experience in the airport sector and public-private partnerships.**

**Todd Bright**, head of the Partners Group Americas Infrastructure investment team, served on the board of the Billy Bishop passenger terminal and helped drive the various value creation initiatives that were a focus during the ownership period (see Section 5 for additional details).

**Livio Fenati**, Managing Director in the Partners Group Private Infrastructure investment team, previously held board seats at Bologna Guglielmo Marconi Airport (Bologna, Italy) and Nice Côte d'Azur Airport (Nice, France) and served on the committee for Aeroporti di Roma (Rome, Italy) during his time with Atlantia S.p.A.

**Ed Diffendal**, Managing Director in Partners Group Private Infrastructure investment team has 22 years of funding private infrastructure projects across the United States. Ed previously served as Principal-in-Charge for the South Norfolk Jordan Bridge project in Chesapeake, VA and the Cline Avenue Bridge project in East Chicago, IN. Ed performed all financial underwriting, including raising debt and equity to fully fund the P3 project from private sources.



## AEROPUERTO DE CANCÚN, S.A. DE C.V. ("ASUR")

### **Role: Lead Operator/Equity**

Grupo Aeroportuario del Sureste S.A.B. de C.V., which will participate in the Consortium through its subsidiary Aeropuerto de Cancún, S.A. de C.V. ("Aeropuerto de Cancún") (collectively "ASUR"), is a 21 years old New York Stock Exchange-listed Mexican airport operating firm that was founded in 1998 as part of the Mexican government's program for the opening of México's airports to private-sector investment. Today, ASUR is a leading airport operator with 16 airports under management and a market capitalization of \$4.85 billion. ASUR has strong relationships with more than 80 major international, US and regional airlines, as well as a strong track record for route development and non-aeronautical revenue growth. ASUR has deep knowledge of the aviation market through its operation of Cancún International Airport, the second largest airport in México behind México City, and its ownership and operation of the Luis Muñoz Marín International Airport (the "SJU Airport" or "LLM Airport") in Carolina, Puerto Rico. ASUR holds one of the only two privately held FAA Part 139 Airport Operating Certificates in the US (with the other Part 139 license held by consortium member Branson Airport LLC.)

Moreover, ASUR holds concessions to operate, maintain and develop eight other airports in the southeast region of México (Cozumel, Huatulco, Le. Manuel Crescencio Rejón (Mérida), Minatitlán, Oaxaca, Gral. Heriberto Jara (Veracruz), CPA Carlos Rovirosa Pérez (Villahermosa), and Tapachula and also holds a concession to administrate, operate, develop and maintain six airports in Colombia through 2048 (Enrique Olaya Herrera Airport in Medellín, José María Córdova International Airport in Rionegro, the Los Garzones Airport in Montería, the Antonio Roldán Betancourt Airport in Carepa, the El Caraño Airport in Quibdó and the Las Brujas Airport in Corozal). In total, ASUR operates 5 of the 20 busiest airports in México (measured by total passengers), the largest airport in Puerto Rico and the second busiest airport in Colombia, ensuring safe and enjoyable travels for more than 52 million tourist, business, and personal travelers each year.

» Specific Project Information for each Team Member is provided in the Appendix.



## HUNT CONSTRUCTION GROUP, INC. (AECOM HUNT)

### Role: Lead Construction/Engineering

Doing business as AECOM Hunt, Hunt is a subsidiary of AECOM which is ranked second among General Buildings Contractors by *Engineering News-Record*.

AECOM Hunt has built some of the most innovative and impressive aviation facilities across the country. Their aviation experience includes a wide range of project types – from brand new terminals, to new baggage handling systems and other interior modernizations, to tenant fit-outs and everything in between. While these projects are often multi-phased and require a great deal of coordination with multiple parties, AECOM Hunt has risen to the challenge every time. In fact, they have over 70 aviation projects in their portfolio, 67% of which have been for repeat clients.

For 75 years, they've focused on their clients' specific needs and consistently exceeded expectations. In a dozen different industries, and through various delivery methods, AECOM Hunt is positioned to handle the most challenging projects. *If you dream it, they'll build it.*

AECOM Hunt served as Construction Manager at Risk for the **Louis Armstrong New Orleans International Airport North Terminal**. This new 35-gate airport terminal is just under 1,000,000 SF, and is spread across three concourses.

First flights are scheduled for November 6, 2019.



## BRANSON AIRPORT, LLC

### Role: Operator

Branson Airport ("BKG"), located in Branson, Missouri, was the first for-profit, privately financed and operated commercial service airport in U.S. history. The Airport was created through a public-private partnership and is operated by Branson Airport LLC under a long-term lease contract with Taney County, MO. Operations began when the airport opened its doors in May 2009.



The company has a staff of 65 professional airport employees providing a full range of services at the Airport. Services include contract ticket agents for airlines, ground handling for the airlines and general aviation customer, aircraft fueling, aircraft maintenance, airport parking which is operated in house, aircraft rescue and firefighters (ARFF), police, restaurant operations, news and gift shops, travel services, customer call center, airport operations and airport maintenance. The company is led by Stephen Peet Chairman of the Board and CEO and Jeffrey Bourk, Airport Director and Board Member.

The Branson Airport maintains their privately held FAR part 139 Certificate in the FAA Central Region with a perfect inspection record for the past 10 years.



## VASEY AVIATION GROUP

### Role: Senior Advisor/Operating Partner

Vasey Aviation Group LLC (VAG) provides program management, operations, strategy, and capital planning services to the aviation industry worldwide. This includes airlines, airports, and non-airline airport users. Founded in 2005, VAG exemplifies experience and expertise in the field with a robust advisory resume in Public Private Partnerships, air service development, airport operations management, and other aviation industry pursuits. Vasey Aviation was the Senior Advisor to the winning consortium of the San Juan PR airport P3 (the largest US airport P3 transaction in the FAA airport program), the Senior Advisor to Propeller Airports for the new terminal at Paine Field in Seattle, the Senior Advisor for the P3 of the South Terminal at Austin, Texas and the Program Executive for the development of the new Branson Airport in Branson, Missouri.

# LEWIS RICE

## LEWIS RICE

### *Role: Legal*

With more than 150 lawyers practicing in all of the major legal specialty areas, Lewis Rice is a leading regional law firm in the Midwest serving clients coast to coast.

Founded in 1909, Lewis Rice is proud to have served its communities for more than a century. They enjoy a strong historical foundation and reputation for excellence, as well as the size and resources to serve the demanding and dynamic legal needs of today's business community.

Their attorneys come from diverse educational, social, economic and cultural backgrounds. Their lawyers are graduates of more than 30 different law schools and more than 70 different colleges and universities. Lewis Rice believes this diversity is one of their core strengths, bringing a broad variety of perspectives and approaches to their clients' diverse and dynamic legal needs.

Lewis Rice's fiscal success is not dependent upon any individual client or industry concentration. They serve as counsel to a broad range of local, regional and national businesses as well as individuals. Their clients include technology companies, financial institutions, manufacturers, wholesalers and retailers, real estate developers, insurance companies, health care providers, publishers and broadcasters, municipalities, and service and professional firms, among others. They maintain a number of practice groups to serve the diverse needs of their clients.



## KAPLAN KIRSCH & ROCKWELL

### *Role: Legal*

Kaplan Kirsch & Rockwell is a national law firm focused exclusively on infrastructure project work. Airport law and public-private partnerships are two foundational areas of the firm's practice, with the Firm's airport law practice comprising the largest such practice in the country with experience at well over 100 airports. The firm regularly advises on matters including concession contracting, airside and landside development, environmental impacts and conformity, grant assurances and compliance with Part 16, labor and employment matters, use and lease agreements, and bond financing – as well as funding and operating airports through public-private partnerships.

The firm's public-private partnership experience includes work under the Airport Privatization Pilot Program (the predecessor to the AIPP) and on both "greenfield" and "brownfield" (long term concession and lease) projects. The firm's unique combination of airport law and public-private partnership practices led to it to being the only boutique U.S. law firm to receive a commendation in the 2018 Financial Times Innovative Lawyers Awards North America for advising on the Paine Field terminal project in suburban Seattle (Snohomish County, Washington). The firm is a thought leader on airport law and public-private partnerships, having co-authored the Transportation Research Board's Airport Cooperative Research Program report Considering and Evaluating Airport Privatization (2012); published annually since 2005 the Airport Law Desk Reference in partnership with the American Association of Airport Executives (AAAE); and produced its own primer Evaluating P3 Airport Projects: An Introduction for Airport Lawyers.

# Milbank

## MILBANK LLP

### *Role: Legal*

Founded in New York over 150 years ago, Milbank LLP is a leading international law firm that provides innovative legal services to clients around the world. Milbank's lawyers collaborate across practices and offices to help the world's leading commercial, financial and industrial enterprises, as well as institutions, individuals and governments, achieve their strategic objectives.

Milbank has been involved in some of the most exciting and innovative infrastructure and public-private partnership (PPP) transactions globally, including across the Americas, Europe and Asia. Milbank's lawyers are recognized as global industry leaders in the provision of legal advisory services to the transportation and social infrastructure industry. It has served as counsel in a broad range of infrastructure assets including airports, ports, rail, roads and mass transit. Milbank's commitment to providing superior client service is reflected in its extensive involvement with the successful development and financing of major worldwide infrastructure projects, as well as its global reputation as leading project finance legal advisors.

Milbank has extensive experience representing owners, operators, developers and lenders in a wide range of infrastructure projects utilizing a variety of procurement and financing options, including the rapidly expanding PPP sector. The breadth and depth of Milbank's industry experience means its lawyers offer not only legal excellence but also sensitivity to industry specific commercial issues necessary to form a dynamic problem-solving component of the project team. As evidence of its outstanding reputation in this sector, Milbank is highly ranked for Projects: PPP in Chambers USA-Nationwide. Milbank also received numerous "Team of the Year" and "Law Firm of the Year" awards, and transactions in which Milbank is involved are regularly recognized with "Deal of the Year" awards by industry publications.

» Specific Project Information for each Team Member is provided in the Appendix.





## LIBERTY BANK

### Role: Commercial/Community Banking

With total assets of approximately \$600 million, Liberty Bank is the second largest African American Owned Commercial Bank in America. In 1972, Liberty Bank was chartered in New Orleans, Louisiana with a focus on service, integrity and a sincere interest in community and business development. Nearly five decades later, Liberty has expanded its footprint to eight states and nearly 20 branch offices. Liberty Bank's growth has been the result of acquisitions, fruitful partnerships, aggressive marketing, strong management, staff productivity and the trust it enjoys in the community. It all adds up to an efficient, well-capitalized institution that is perfectly positioned to continue fast-paced growths in both profits and assets. Liberty Bank is passionate about helping more people achieve more economic freedom.



REAL ESTATE SERVICES

## REI INVESTMENTS

### Role: Real Estate Advisory

REI is a full-service real estate company that owns approximately 1 million square feet and manages over 2.8 million square feet of office space in the Indianapolis area alone and has decades of experience working on major development and construction projects across the nation. REI has over \$750 million in real estate currently under development including numerous full-service hotels in Indiana, Kentucky, North Carolina, and Texas. Moreover, REI provides a full range of real estate services to local, regional, and national clients and seeks to build long-term relationships that build value for all parties involved. REI is a privately held LLC with Mike Wells serving as President and 25% owner. The company was formed in 1994 and currently has over 70 employees.

Mr. Mike Wells will be consulting on terminal development, capital projects, and airport real estate development opportunities based upon his extensive airport experience having served on the Indianapolis Airport Authority Board for 22 years, with 12 of those as Chairman. Wells was the driving force behind the \$1 billion construction of the new \$1 billion Midfield Terminal in Indianapolis. The airport has been ranked the number one airport in North America for six of the last seven years according to Airports Council International.



## CAMPBELL-HILL AVIATION GROUP, LLC

### Role: Traffic Forecasting

The Campbell-Hill Aviation Group, LLC (Campbell-Hill) is a privately-owned U.S. consulting firm providing a wide range of services to the aviation industry. Campbell-Hill's client base includes airports, passenger airlines, all-cargo carriers, industry associations, financial institutions and city, state, and federal government agencies.

Campbell-Hill has provided quality and effective consulting service since 1993. The firm includes 14 professionals with over 200 combined years of aviation and airline experience. Their professional backgrounds encompass airline network planning and route strategy, corporate planning, pricing, scheduling, revenue management, marketing, distribution and sales analysis, economic forecasting, cargo analysis, government and regulatory affairs, litigation support and statistical modeling.

Campbell-Hill Aviation Group, LLC specializes in developing strategies for air service expansion, air service deficiency studies, leakage studies, comparative airport analyses, incentive program review/benchmarking, route proposals and presentations, air cargo analyses, and marketing.

Campbell-Hill has extensive experience working with airports and communities on air service development efforts. They have been providing air service development consulting services since 1993. This work has covered all types of airports from large hubs such as Philadelphia, Orlando, and Portland to medium hubs like Austin, Jacksonville and Sacramento to small hubs like Richmond, Ontario, Spokane, Oklahoma City and Santa Barbara. Campbell-Hill is currently under contract for air service development to 24 domestic airports and 10 international airports.



GLOBAL PARKING SYSTEM, INC.

## GLOBAL PARKING SYSTEM, INC.

### Role: Parking

Global Parking System, Inc. is a global parking and transportation company, and one of the largest African-American owned parking operators in the US. Global Parking Services specializes in parking, transportation, and asset management. Global is the current operator of the municipal parking P3 for the City of Indianapolis and operated the airport valet and shuttle bus operations at Indianapolis International Airport for over ten years.

Founded in 1999, Global leases, manages and owns commercial parking facilities. Their focus is on delivering premier parking solutions that maximize ease and convenience for the traveler and enhance the image and profitability of our clients. Global does this by providing exemplary service, innovative solutions, and by carefully considering the bottom-line concerns of our clients, both governmental and private.

The difference Global Parking System provides is the quality of employee selection and orientation, training, management, attention to detail and how well we understand the importance of working with our clients. GPS' commitment to this process and the development of our human resources is unparalleled in the industry. We continually boost in our ability to increase revenue, decrease customer complaints and improve the overall customer experience by Value-Added Amenities and convenience.

*GPS is part of the ParkIndy, LLC team that was recently awarded a 50-year parking contract through the City of Indianapolis with an estimated \$363 million to \$620 million in meter revenue over the life of the 50-year parking meter contract.*



» Specific Project Information for each Team Member is provided in the Appendix.





## FENTRESS ARCHITECTS

### Role: Architect

Fentress Architects is a global leader in airport terminal design and sustainable strategies. Fentress has designed the most recognized airports in the world, including Incheon (rated Best Airport Worldwide for 12 consecutive years by Airports Council International), San Jose, Los Angeles and Denver (named Best Airport in North America by the 2019 Skytrax World Airport Awards) International Airports. The Fentress studio has been involved in more than 45 airport designs and design competitions during the past 30 years and has provided planning, design management, architectural support, and construction management services to airports across the United States and internationally.

Fentress Architects is known for buildings that are as cost-efficient and functional as they are ambitious in their architectural vision. The firm's early commitment to sustainable design is demonstrated at Denver International Airport—one of the largest daylight facilities in the world. This dedication to creating buildings that show respect for their communities and our future continues today with the Los Angeles International Airport Tom Bradley International Terminal - LEED Gold, Sacramento International Airport Terminal B and Concourse - LEED Silver, and Mineta San Jose International Airport Terminal B - LEED Silver. With more than 40 LEED Accredited Professionals, the firm has established its knowledge in sustainable strategies and practices.



**LAX Tom Bradley International Terminal**  
The Fentress design team solicited input from dozens of stakeholders and the community in order to meet the client's and community's needs. A year-long visioning process and public feedback informed the concept—to create a design that was quintessentially Los Angeles.



**SJC Terminal Area Improvement Program**  
Inspired by Silicon Valley's innovative technology, Fentress Architects' design incorporates inventive features that improve the travel process for passengers and the airline industry. The design sets new standards in ticketing, security, and baggage handling while enhancing passenger comfort.

Fentress Architects' goal for each airport project is to collaborate with the client to create an innovative and sustainable facility that is ambitious in design and practical in use. Airports are places that launch people into adventure while serving as economic drivers for their city, state and nation. Too many airport projects have forgotten that travel should be fun, with convenience and comfort aimed at elevating the passenger experience, while remaining flexible for airport and airline operations.

Fentress works closely with local officials, airport administrators, federal agencies, staff, and the community to generate the depth of understanding necessary to meet each client's needs and wants in the areas of service, security, and amenities, while relying on a strong contextual design philosophy to showcase an airport's importance in a region's economic and political health.



## HOK

### Role: Architect

HOK, a Missouri corporation, will serve as the Team's Executive Architect leading efforts related to programming, planning and design. Since their founding in 1955, they have used design to enrich people's lives and help organizations succeed. Their 1,800 people collaborate across a network of 24 offices on three continents.

Airport centers are more than connection points. They're the front doors to cities and regions and they influence how visitors perceive an entire community. HOK's global Aviation + Transportation (A+T) group understands the power these civic projects wield in shaping impressions and sparking opportunities for commerce, trade and tourism. The airports they've designed are recognized as some of the world's best for efficiency, beauty, engineering, sustainability and—the most important touchstone of all—passenger experience.

HOK has delivered over 75 airport projects worth more than \$50 billion throughout the world. Nearly one million passengers pass through an HOK airport every day, including work at Chicago O'Hare International Airport, LaGuardia Airport, Salt Lake City International Airport, Seattle-Tacoma International Airport, Hartsfield-Jackson Atlanta International Airport, among others.

HOK's international capability derives from investment in fully resourced operational centers in each of its offices, integrated with the expertise of some of the world's top individual specialists by discipline and by sector, all linked by state of the art computing technology. So, while each project is managed locally, all benefit from specialist expertise from HOK's worldwide capability. The result is HOK's ability to operate as a genuine specialist in most sectors worldwide.

HOK focuses on clients' objectives in designing exciting environments; there is no set solution, no single style or signature. HOK has the expertise and experience to manage the total planning, design and construction process. They are committed to excellence in design, using modern problem-solving techniques, such as cutting-edge Building Information Modelling (BIM) technology. Their expertise lends itself to the creation of highly complex and technical buildings as well as more standard designs, and they can embrace any brief for master planning, architectural design, facilities consulting, interior design and conservation.



**La Guardia Airport Terminal B**  
HOK's design of the brand new terminal encompasses a highly efficient yet adaptable building that vastly improves the passenger experience while paying homage to the architectural grandeur and individuality of New York City.



**Salt Lake City Terminal Modernization Program**  
SLC asked HOK to create a transit hub that would advance the aspirations of the city, its visitors, airport staff and major stakeholder Delta Air Lines. The design began as a 48-gate passenger terminal facility and evolved into a unified 78-gate facility that is essentially creating an entirely new airport in Utah's capital.

» Specific Project Information for each Team Member is provided in the Appendix.





## CHA CONSULTING, INC.

### Role: Civil Engineering

Established in 1952, CHA is a highly diversified, full-service planning, engineering, and construction management firm providing a wide range of professional services to public, private, and institutional clients. The central core of their business philosophy is one that promotes a collaborative working relationship with its clients supported by experience and best practices. CHA's market-oriented structure is specifically designed to provide superior project management and client-specific services tailored to meet the differing needs of their client.

With more than 1,000 personnel, the firm offers planning, engineering, architecture, survey, construction, landscape architecture, and other services necessary to complete projects on time and on budget.

*CHA provided airside planning and design for the development of a 40-gate Midfield Terminal complex at Indianapolis International Airport. The proposed site for this development was a green field site located between parallel runways. Total program costs were approximately \$1 billion.*



*CHA was part of the downtown phase of the \$1.268 billion Ohio River Bridges project and provided the lead design services for Section 3, the Indiana approach portion which ties into the new cable stay bridge over the Ohio River. This project was a design-build project which was the first design-build procurement for the Kentucky Transportation Cabinet.*



## C. RALLO CONTRACTING CO., INC.

### Role: Construction

C. Rallo Contracting Co., Inc. is a general contracting company based in St. Louis, Missouri. They have been performing quality construction at **St. Louis – Lambert International Airport** since 1956 and have an extensive portfolio of new construction work as well as major repair work and renovations throughout the airport.



C. Rallo Contracting Co. has been performing construction since 1915 and have an extensive portfolio of locally and nationally completed projects that include aviation, parking facilities, building renovations, government facilities, educational institutions, health-care facilities, data centers, casinos, sports facilities and retail & restaurant establishments.

C. Rallo Contracting Co., Inc. has extensive experience in commercial construction in the St. Louis metropolitan area. C. Rallo Contracting has been working with the City of St. Louis on a variety of construction projects. Besides working on a variety of construction, repair and renovation contracts at St. Louis Lambert International Airport, C. Rallo Contracting has also held contracts with the City of St. Louis for the construction, repair and renovation of several city parking garages, city parking lots, city-wide sidewalk repairs, various city park improvements, municipal garage repairs, America's Center Convention Center repairs and improvements, and repairs and improvements for the St. Louis Metropolitan Police Department facilities.

THE INFORMATION CONTAINED ON THIS PAGE IS TECHNICAL OR FINANCIAL INFORMATION CONSTITUTING TRADE SECRETS AND PROPRIETARY BELIEVES IT IS PROTECTED FROM DISCLOSURE UNDER MISSOURI'S OPEN RECORDS ACT.

## 3b. CONTROLLING INTEREST / ULTIMATE OWNERSHIP

### PARTNERS GROUP

Partners Group Holding AG is a company domiciled in Switzerland whose shares are publicly traded on the SIX Swiss Exchange. The firm's three founders, Alfred Gantner, Dr. Marcel Erni and Urs Wietlisbach are each shareholders of Partners Group Holding AG with interests above 10% of shares issued.

### ASUR

Agrupación Aeroportuaria Internacional III, S.A. de C.V. and Servicios Estrategia Patrimonial, S.A. de C.V., entities directly or indirectly owned and controlled by Fernando Chico Pardo, who is also the chairman of their Board of Directors, own 12.6% of their total capital stock. In addition, Inversiones Productivas Kierke, S.A. de C.V. ("Inversiones Kierke"), an entity owned and controlled by Grupo ADO, S.A. de C.V. ("Grupo ADO"), owns 12.3% of their total capital stock. Further, ITA, an entity which is owned 50.0% by entities directly owned and controlled by Mr. Chico Pardo and 50.0% by Inversiones Kierke, holds Series BB shares representing 7.65% of their capital stock.

### BRANSON AIRPORT

Branson Airport, LLC has 2 owners with equity positions greater than 10%. Principals from both owners are members of the Board. Any conflicts have been considered in Branson Airport's earlier response.

RBS Capital, LLLP, organized in Florida. 3560 Ambassador Dr., Wellington, FL 33414

Lon Meadow Holdings, LP, organized in Delaware. 1200 High Ridge Rd, Stamford, CT 06905

Steve Peet, CEO and Chairman of the Board, is an owner less than 10% and Jeff Bourk, Executive Director and Board Member, is an owner less than 10%.

### VASEY AVIATION GROUP, LLC

12400 N. Meridian St, Suite 150  
Carmel, IN 46032

President/Owner: Andrew Vasey  
Ownership: 100%

### GLOBAL PARKING, INC.

47 South Pennsylvania St., Suite 202  
Indianapolis, IN 46204

Owner: Hal W. Darring, Sr.  
Ownership: 100%  
Company: DBE/ACDBE

» Specific Project Information for each Team Member is provided in the Appendix.



# OPERATIONAL & MANAGEMENT CAPABILITY >>

a. Address the following areas with respect to operational and management capability: i. Operations and Maintenance Expertise: Provide evidence demonstrating expertise in managing an airport of this nature. Specifically, the Teams should highlight their experience and qualifications in the following areas: 1. Substantial experience of Team members in managing and improving other commercial airports. 2. Substantial experience in managing facility maintenance/repair and procurement of related materials. 3. Familiarity with FAA regulations and procedures, airport operations, construction and maintenance standards. 4. Experience with facilitating airport passenger growth via route development and marketing. ii. Capital improvement experience: Provide evidence demonstrating experience in delivering meaningful capital improvement programs on time and within budget, including descriptions of the nature and size of specific projects similar in nature to what will be undertaken at the Airport. Specifically, the Teams should highlight their experience and qualifications with respect to delivering cost savings, if any, on originally budgeted total expense of these capital improvement programs. iii. Customer Service: Demonstrate commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Teams should highlight their experience and qualifications in the following areas: 1. Maintaining productive ongoing relationships with government entities, similar to the relationship that the winning Respondent will have with the City. 2. Providing excellent customer service to the traveling public. 3. Delivering safe and efficient operating conditions to airlines, particularly those at airports. 4. Maintaining active public relations functions targeted at travelers, taxpayers and airport tenants. iv. Safety and Security: Demonstrate ability to address and resolve safety and security issues. Specifically, the Teams should highlight their experience and qualifications in the following areas: 1. Knowledge of airport safety and security management and methodologies, including TSA security plan approval process. 2. Experience in emergency response support. 3. Background in relevant traffic engineering standards, specifications, policies, practices, and processes. 4. Environmental management expertise.

## 4.a.i. OPERATIONS AND MAINTENANCE EXPERTISE

### 4.a.i.1. Experience in Managing and Improving Other Commercial Airports

**Momentum Aviation Partners (“MAP”) bring unmatched operational and management capability from its experience and certifications in the US market.** Of the approximately 435 Class I Part 139 FAA-certificated airports in the US, only two Part 139 Airport Operating Certificates (AOC) are held by private operators – ASUR for Luis Munoz Marin International Airport in San Juan, Puerto Rico, and Branson Airport LLC for the Branson Airport in Branson, Missouri. Both of these private investors and operators are on the MAP team. Both operators are inspected annually by the FAA and have exceptional records for compliance with all operational, safety and environmental regulations.

The following table highlights the FAA requirements and regulations that the MAP operators for US airports under Part 139 operations hold versus airports with only basic management contracts or with proposed non-US operators who are currently not in the US airport market.

FAA Requirement or Regulation	ASUR San Juan, PR	Branson Airport LLC Branson, MO	Basic private US airport management contract	Non-US airport operator
Part 139 Airport Operating Certificate (AOC)	Yes	Yes	No	No
FAA Airport Compliance Manual (ACM)	Yes	Yes	No	No
FAA Airport Emergency Plan (AEP)	Yes	Yes	No	No
TSA Airport Security Plan	Yes	Yes	No	No
FAA Airport Improvement Plan (AIP) Grants	Yes	Use private funding	No	No
FAA Passenger Facility Charge (PFC) Collection Authority	Yes	Authorized for private “Airport Facilities Charge” (AFC)	No	No
Equity Investor with Part 139 Certification	Yes	Yes	No	No



#### 4.a.i.1. Experience in Managing and Improving Other Commercial Airports (continued)

The MAP operators have deep and relevant experience in the development, operation and maintenance of US domestic and international airports. In particular, ASUR, as a leading operator of airports, has a demonstrated track record of managing and improving airport assets in the US and Latin America. Furthermore, Partners Groups brings a diversity of operational knowledge as an investor in the passenger terminal at Billy Bishop Toronto City Airport among other relevant infrastructure assets. Lastly, the MAP Team Members are familiar with the intricacies and complexities of operating and maintaining airports in the United States.

ASUR has experience in operating, managing, and maintaining a combination of one (1) FAA Part 139 Certified Airport at San Juan, Puerto Rico and various FAA Part 139 Equivalent Commercial Certified Airports.

Airports	Country	Certification
Cancún, Cozumel, Huatulco, Mérida, Minatitlán, Oaxaca, Veracruz, Villahermosa, and Tapachula	México	FAA Part 139 Equivalent Commercial Certified Airport
Rionegro, Medellín, Montería, Carepa, Quibdó, and Corozal	Colombia	FAA Part 139 Equivalent Commercial Certified Airport
Luis Muñoz Marín International Airport, San Juan	USA	FAA Part 139 Certified Airport

Note: a FAA Part 139 Equivalent Commercial Certified Airport is an airport that holds an equivalent airport operations certificate issued by the government entity responsible for airport certification in the country where the airport is located that is equivalent to the one issued by the FAA for US commercial airports that comply with the U.S. Part 4 CFR Part 139



The Terminal 3 Modernization project requires a complete remodel of an active airport terminal and concourse. The CM team has successfully integrated their construction staff with airport staff to deliver a beautiful remodel of an existing terminal. This project shows they can not only deliver a great construction project but, help the airport maintain their high standards for customer service in the middle of an active construction project.

**WARD HELM, P.E.**  
Special Projects Administrator  
City of Phoenix Aviation Department

As a whole, the ASUR portfolio of 16 airports strategically located in the US, Mexico and Colombia transported 52.3 million annual passengers during 2018, with the following time period under ASUR ownership or operation:

- » Airports in Mexico (9 airports): as from November 1st, 1998
- » Airport in Puerto Rico (1 airport): as from February 27, 2013
- » Airports in Colombia (6 airports): as from October 19, 2017

ASUR's experience in operating, managing and maintaining FAA Part 139 Commercial Certified Airports or FAA Part 139 Equivalent Commercial Certified Airports, respectively, from 2013 to 2018 is shown in the table to the right.

Cancún International Airport is ASUR's most important airport in terms of passenger volume, air traffic movements and contribution to revenues. In 2018, Cancún International Airport was the second-busiest airport in Mexico in terms of passenger traffic and the second-busiest in terms of international passengers on scheduled flights, according to the General Office of Civil Aviation (DGAC), Mexico's federal aviation authority. The airport is located approximately 16 kilometers (10 miles) from the city of Cancún, which has a population of 848,465. A substantial majority of the airport's international passengers (61.0% in 2016, 60.1% in 2017 and 58.2% in 2018) began or ended their trip in the United States. The airport's most important points of origin and destination are: (i) for domestic traffic: Mexico City, Monterrey and Guadalajara, and (ii) for international traffic: New York, Miami, Chicago, Houston, Dallas and Toronto.

During 2018, Cancún Airport provided service to 25 million passengers on 190,187 domestic and international operations.

#	IATA Code	Airport	Enplanements (in Millions)					
			2013	2014	2015	2016	2017	2018
1	CUN	Cancún	7.98	8.73	9.8	10.71	11.8	12.6
2	CZM	Cozumel	0.225	0.255	0.275	0.27	0.27	0.29
3	HUX	Huatulco	0.24	0.26	0.31	0.33	0.39	0.41
4	MID	Mérida	0.66	0.72	0.83	0.97	1.075	1.225
5	MTT	Minatitlán	0.085	0.115	0.13	0.115	0.1	0.1
6	OAX	Oaxaca	0.255	0.27	0.33	0.375	0.43	0.475
7	TAP	Tapachula	0.08	0.09	0.135	0.155	0.145	0.165
8	VER	Veracruz	0.505	0.58	0.625	0.66	0.685	0.745
9	VSA	Villahermosa	0.505	0.56	0.635	0.62	0.63	0.615
<b>Subtotal México</b>			<b>10.54</b>	<b>11.58</b>	<b>13.07</b>	<b>14.205</b>	<b>15.525</b>	<b>16.625</b>
10	SJU	San Juan	4.175	4.285	4.365	4.515	4.205	4.185
<b>Subtotal Puerto R.</b>			<b>4.175</b>	<b>4.285</b>	<b>4.365</b>	<b>4.515</b>	<b>4.205</b>	<b>4.185</b>
11	MDE	Rionero	3.27	3.23	3.41	3.73	3.805	4.08
12	EOH	Medellín	0.245	0.25	0.52	0.525	0.535	0.55
13	MTR	Montería	0.355	0.405	0.455	0.485	0.475	0.475
14	UIB	Quibdó	0.18	0.175	0.14	0.2	0.19	0.185
15	APO	Carepa	0.105	0.105	0.105	0.105	0.105	0.1
16	CZU	Corozal	0.015	0.02	0.03	0.04	0.04	0.045
<b>Subtotal Colombia</b>			<b>4.175</b>	<b>4.19</b>	<b>4.655</b>	<b>5.085</b>	<b>5.145</b>	<b>5.435</b>
<b>TOTAL ASUR</b>			<b>18.885</b>	<b>20.055</b>	<b>22.095</b>	<b>23.805</b>	<b>24.875</b>	<b>26.245</b>

Note: Enplanements are calculated as 50% of the total annual commercial passengers at each airport.



#### 4.a.i.2. Experience in managing facility maintenance/repair and procurement of related materials

Our experience can be demonstrated by the infrastructure available at the airport, which includes:

- » Cancún Airport has two runways for simultaneous, parallel operations with AAR of 38 IFR operations an hour.
- » Cancún Airport is fully A380 capable, according to FAA Engineering Brief EB-63A and EB-65A, the Airports Council International (ACI) and the Common Agreement Document of the A380 Airport Compatibility Group (AACG).
- » Cancún Airport has four terminal buildings, all of which have a total capacity to receive 31 million passengers per year.
- » In 2012, Cancún Airport was the first airport in North America to become 100% common use. Cancún Airport's Operations Team, with support from SITA AMS & AODB and some self-developed tools, controls, manages and approves the slots for each flight according to IATA rules. This Team also manages, assigns and monitors service levels for airport infrastructure, such as: check-in counters, BHS system, baggage make-up chutes, security lines, boarding gates, apron parking stands, people movers (AP), disembarking gates, and baggage claim belts for an average of 471 daily flights, with a peak than can reach up to 63 operations per hour.
- » Available infrastructure at Cancún Airport is shown in the table to the right.

Infrastructure	Unit	Terminal 1	Terminal 2	Terminal 3	Terminal 4	TOTAL Cancún
Terminal Building area	Sq. Ft.	239,033	591,337	693,686	722,749	<b>2,246,806</b>
Check-in	Work Station	32	124	150	100	<b>406</b>
Security Check Point (lines)	X-Ray Eq.	3	11	12	10	<b>36</b>
BHS – Checked Baggage Screening	Morpho	3	13	4	20	
Boarding Gates	Gates	6	20	22	18	<b>66</b>
Boarding Gates	Seats	600	2,605	3,219	3,121	<b>9,545</b>
Immigration	Counters	-	40	42	36	<b>118</b>
International Baggage Claim Belts	Linear Ft.	-	1,374	6,203	1,302	<b>8,880</b>
Domestic Baggage Claim Belts	Linear Ft.	794	1,027	-	863	<b>2,683</b>
Customs (CBP)	Counters	-	6	6	7	<b>19</b>
A/C Contact Stands (Apron)	Stands	7	12	17	12	<b>48</b>
A/C Remote Stands (Apron)	Stands	19	19	-	-	<b>38</b>



“ ”

Based on my 25 years of experience and visits to some of the world's best airports, I believe we have an outstanding asset whose infrastructure will serve the flying public well for several generations.

**JOHN D. CLARK, III**  
Executive Director & CEO  
Indianapolis Airport Authority



Cancún Airport





#### 4.a.i.4. Experience with facilitating airport passenger growth via route development and marketing

Since 2004, ASUR has had a dedicated Route Development Department which is a fundamental part of its corporate strategy, and through it ASUR not only constantly seeks to identify new market opportunities, but also to have a broader impact on the economic development of the markets it serves.

From October 2004 to June 2015, ASUR's Route Development Department has participated in developing 424 new routes to Cancún International Airport and 235 routes to the other 8 airports that ASUR has in México, generating more than 8 million passengers just considering the first 12 months of operation of every new route. Of the total number of new routes, 222 (34%) were in the domestic market, 299 (45%) originated in the United States and Canada, 94 (14%) were from Europe and the remaining 44 (7%) were from Central and South America.

##### Some of ASUR's most noteworthy developments include the following:

- » Commencement of operations of Jet Blue and Virgin America at Cancún International Airport (first international destination for both airlines)
- » The expansion by WestJet from a single route to 13 (it now services from Canada to Cancún in just two years since it commenced operations)
- » The inauguration of the London-Cancún route by British Airways and Virgin Atlantic as well as Paris-Cancún by Air France
- » ASUR has also worked in close cooperation with other members of the One World alliance, specifically Mexicana and American Airlines, to develop new routes through Cancún International Airport for north-south traffic to the United States and Latin America.

The Route Development Department also provides ASUR with significant resiliency and an ability to respond quickly to changing situations. When Mexicana suspended operations due to bankruptcy, ASUR took an active role in reinstating the routes that were lost and focused its attention on developing new alliances to reestablish these routes. Nine months after Mexicana withdrew from Cancún International Airport ASUR had found carriers to replace 90% of the routes that it had lost.

ASUR has also frequently presented in the worldwide leading forum for air service development, World Routes, having participated at World Routes Madrid, Copenhagen, Dubai, Stockholm, Kuala Lumpur, Beijing, Vancouver, Berlin, Abu Dhabi, Las Vegas and Chicago. ASUR was also the key sponsor, developer and host of the first ever Routes America forum which was held in Cancún in 2008. The event attracted over 250 delegates representing more than 40 airlines and 70 airports from Europe, Asia and America. As a result of the success of the first Routes Americas event, ASUR sponsored and hosted a second Routes Americas, also in Cancún, 2009. This event attracted over 300 delegates representing more than 50 airlines, 140 airports, 22 industry suppliers, as well as for the first time, the Mexican federal and state tourism authorities. Overall, these activities have helped strengthened the efforts of ASUR's Route Development Department.

Moreover, ASUR has been actively involved in promoting and developing tourism initiatives in and around its airports. In 2007, ASUR agreed to finance feasibility studies for a convention and exhibition center and light rail system in the Mayan Riviera, and in 2008, ASUR purchased 130 hectares of land in Huatulco to be developed into a major resort with at least 450, and up to 1,300 hotel rooms.

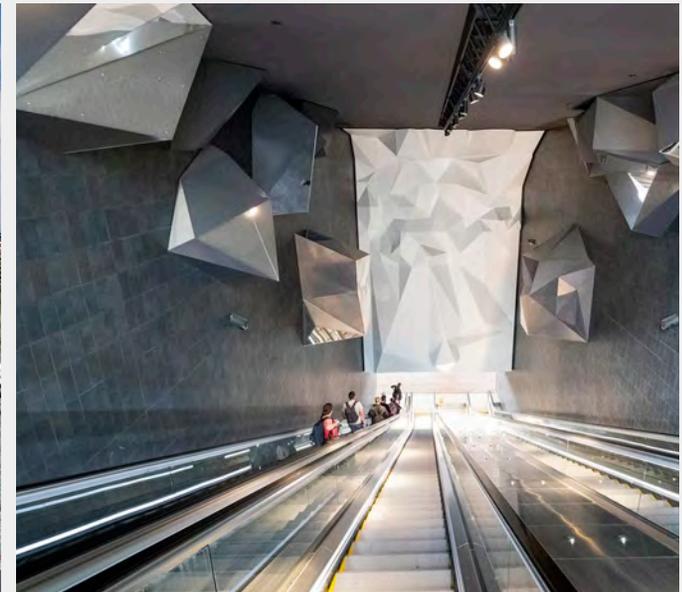
Furthermore, with the assistance of ASUR's route development team, the SJU Airport has increased its commercial airline offerings and its destinations. Also, Aerostar hosted an event for the American Association of Airline Executives ("AAAE") in August 2015 and the ALTA Airline Leader forum in November 2015, as well as co-hosted the Routes event with the Puerto Rico Tourism Department in February 2016.



*Hunt's experience working with airports was essential to the success of our program where understanding airport and government environments are key. Their ability to work collaboratively and creatively with their tri-venture partners as well as the design team, my program management team, our local transit district, elected officials, and the airport was crucial in a high-visibility project like the HTC.*

##### MR. STU WILLIAMS

*Senior Vice President, Special Projects  
Denver International Airport*



## 4.a.ii. CAPITAL IMPROVEMENT EXPERIENCE

The MAP team has major significant experience with airport capital improvement programs and major capital projects including some of the largest and most iconic airport terminals in the US. This experience covers the full range of responsibilities for airport capital improvements:

- » 1. MAP team members are investors in airport capital programs, assuming the absolute risk for the development and operation of airports in the US and internationally, including over \$1 billion in San Juan Puerto Rico as part of the largest single airport P3 transaction in the US under the FAA airport P3 program, over \$130mm for a new greenfield airport in Branson, Missouri, and over \$50mm in terminal improvements at Toronto City Airport. Since acquiring its airports in Mexico, ASUR has invested over \$1.2B.
- » 2. MAP team members are at-risk design/builders and construction managers at risk for new airport terminals and capital improvements across the US
- » 3. MAP team members are designers and engineers for some of the most iconic and successful airport terminals in the US and internationally, including award-winning airport terminals in Denver, Los Angeles, Indianapolis and Seoul.

Given the vast experience of the Team Members in closing complex public-private partnerships and completing massive rehabilitation and construction projects for airports managed by the Team Members, it is evident that the Consortium will be able to deliver on the primary objectives of the City of St. Louis.

**The following projects and acquisitions are evidence of our ability to comply with this requirement:**

### ASUR:

**Puerto Rico:** The completion of the Capacity Enhancement Program for the SJU Airport, which included, among others, the rehabilitation of terminals, checkpoints and the baggage handling system.

**Cancún Airport** major capital improvement projects:

- » 1. Construction of Terminal 3 (2017) and future expansion (2015)
- » 2. Second Runway - for simultaneous operations (2009)
- » 3. New 96-meter control tower (2009)
- » 4. New FBO / GA Building (2013)



### Partners Group:

**Billy Bishop Toronto City Airport:** Through ownership in Billy Bishop Toronto City Airport, Partners Group achieved the following capital improvement / value creation projects:

- » Completion of the terminal upgrade project including an approximately 20% increase in lounge capacity and the introduction of new retail and food and beverage offerings to support continued passenger growth.
- » Approval of U.S. customs pre-clearance by U.S. and Canadian governments, which will open new U.S. destination airports and improve passenger convenience.



Billy Bishop Toronto City Airport



Construction of Terminal 4 (2017) - equipped with a total of 12 boarding gates and serves up to 9M domestic and international passengers per year.

**Cancún Airport Terminal 4:** ASUR inaugurated the new terminal building (T4) at Cancún Airport in November 2017. The terminal building measures 67,000 square meters (approx. 720,000 square feet), and has an apron measuring 70,000 square meters (approx. 750,000 square feet) and has sufficient capacity to handle 9M passengers per year. The construction of this new terminal necessitated the creation of a dedicated baggage-screening facility, new taxiways, and the reconfiguration of the airport's access roads.

The construction project was completed between 2015 and 2017, and was finalized on time and on budget. Investments in infrastructure at ASUR's Mexican airports are regulated under the concession agreement entered into with the Mexican Federal Government. The sums invested in building and fitting out the new terminal amounted to \$179M, which was the sum mandated in the airport's Master Development Plan.



Billy Bishop Toronto City Airport



## 4.a.iii. CUSTOMER SERVICE

### 4.a.iii.1. Maintaining productive ongoing relationships with government entities

The MAP team has long-standing relationships with Government agencies across the US. Most relevant to this transaction are the relationships of the MAP operators ASUR and Branson Airport with the FAA, TSA and US CBP. The MAP operators also have relationships with most Federal and local law enforcement entities including the FBI, Secret Service, ATF and DEA.

As Part 139 operators ASUR and Branson Airport interact constantly with their respective FAA regions and airport district offices (ADO). Branson Airport is in the same FAA region and airport district office as the St. Louis airport (the FAA offices are located in Kansas City) and the Branson airport management team has working relationships with all of the FAA personnel.

ASUR enjoys a positive and productive relationship with the many government agencies that operate out of its airports internationally as well. They have recently been working closely with the Mexican customs authorities to implement a new baggage screening scheme for arriving passengers in our terminal buildings at Cancún Airport. They also work hand-in-hand with government bodies outside their airports: ASUR's Route Development Team, for example, cooperates extensively with state and federal tourism bodies to find ways in which they can bring in more flights and more tourists to the destinations their airports serve:

ASUR has strong relationships with more than 85 major international airlines, as well as a strong track record for route development and non-aeronautical revenue growth.

### 4.a.iii.2. Providing excellent customer service to the travelling public

The MAP team has a proven track record in the US and world airport market of exceeding airport customer service standards and winning awards for their high levels of customer service. Among the awards are:

- » Indianapolis International Airport – Best Airport in North America, six of the last seven years as ranked by Airport Council International and Conde Nast Traveler (HOK – architect; CHA – Airside engineering; AECOM Hunt – construction manager; Andrew Vasey – Program Manager)
- » Cancun International Airport – Best Airport in Latin America as ranked by Airport Council International (ASUR – owner and operator)
- » Seoul Incheon International Airport – Best Airport in Asia as ranked by Airport Council International (Fentress and Associates – architect)
- » Billy Bishop Toronto City Airport - Skytrax World Airport Winner in 2015, 2016 & 2017

Over the last 20 years, ASUR has focused on providing a wide range of innovative commercial services in all of its airports, which provide award-winning passenger interactions. All airport staff, including ASUR's direct employees and those working for other concession holders, are provided with thorough customer service training. ASUR has had a passenger satisfaction program in place since 2009, which measures and analyzes practical aspects of the passenger experience such as check-in times, way-finding, and cleanliness, as well more intangible aspects like staff courtesy, ambience, and comfort. Cancún Airport in particular, has consistently been rated among the top scoring airports in Latin America in terms of passenger satisfaction. For several years, Cancún Airport was ranked as the #1 airport in passenger satisfaction in Latin America by Airports Council International (ACI), receiving the prestigious Airport Service Quality award and, in 2014, the General Director's Roll of Excellence Award also from ACI.



### 4.a.iii.3. Delivering safe and efficient operating conditions to airlines, particularly those at airports

The MAP operators ASUR and Branson Airport both hold the only privately certified FAA Part 139 operating certificates in the US out of 435 Class I airports because they annual meet and exceed the FAA safety standards at airport for safe operations. The airports at San Juan and Branson are both inspected annually by the FAA and have been certified without a single safety exception. Branson, which is in the same FAA region as STL, has not had a single safety exception in its 11 years of operation.

As FAA Part 139 operators both ASUR and Branson also have FAA-approved Airport Compliance Manuals (ACM) and Airport Emergency Manuals (AEM). Both operators provide Aircraft Rescue and Firefighting services at their airports. Both airports also hold TSA\_approved Airport Security Plans (ASP) which are coordinated with the TSA and other Federal and local law enforcement agencies.

Aviation safety is our industry's most fundamental priority, and all operations staff members are provided with the necessary training in this field. Finally, the MAP operators create streamlined, efficient infrastructure to make operations as simple as possible for their airline partners. An example of this is the extensive implementation of Common-Use Terminal Equipment in all of the ASUR airports, which affords logistical flexibility.

### 4.a.iii.4. Maintaining active public relations functions targeted at travelers, taxpayers and airport tenants

The MAP operators have a long track record of actively promoting their airports, its air service and its communities. Professional staff and outside advisors form public relations teams that engage with media, industry stakeholders and the local communities on many levels. Among the public relations engagements are:

- » Economic impact messaging of the airports activities in the region
- » New and expanded air service development
- » Procurement and hiring opportunities
- » Progress on capital programs
- » Issues of local and regional concern
- » Local community and charitable activities such as ASUR's annual Breast Cancer Awareness 5k on the runway at Cancun



## 4.a.iv. SAFETY AND SECURITY

### 4.a.iv.1. Knowledge of airport safety and security management and methodologies, including TSA security plan approval process.

As mentioned before, ASUR, through Aerostar, currently operates and maintains the Luis Muñoz Marín International Airport in San Juan, Puerto Rico. Aerostar must operate the airport in accordance with all requirements of applicable law, including the FAA's Airport Operating Certificate, the Airport Security Program approved by the TSA and the Airport Certificate Manual.



### 4.a.iv.2. Experience in emergency response support.

In October 2005, the major category-five Hurricane Wilma made landfall in Cancún, one of the strongest hurricanes to hit the region in recent times. Despite the considerable damage sustained by the facilities of Cancún Airport, the airport was able to reopen for emergency flights and aid deliveries within 48 hours after the hurricane had passed. A similar situation was experienced during Hurricane Maria in 2017, which was also a category-five storm, and which caused widespread devastation on the island of Puerto Rico. Again, despite suffering extensive flooding and damage, the airport in San Juan was operational within 24 hours. In both cases, this was possible due to emergency programs successfully implemented at the airports, including training, equipment, procedures, and additional safety and security measures.

ASUR's airport in Mérida is home to a hurricane center that works in close cooperation with the National Hurricane Center based in Miami, FL. The Mérida center carries out monitoring activities for the Caribbean region as a whole and organizes events to promote hurricane awareness and preparedness throughout the region.

### 4.a.iv.3. Background in relevant traffic engineering standards, specifications, policies, practices, and processes.

Since starting the construction, maintenance and development of airports, ASUR has improved, added and created more than just terminal buildings. ASUR at Cancun Airport started with only a single lane, no shoulders, 5 to 6 miles long access and secondary roadways. Today, they successfully design in house, and have constructed a full road circuit consisting in approximately 25 miles of 4 line high specification access road that distributes with almost no crossroads (they only have 3 along the entire system). The distribution of their more than 3,500 public transport vehicles to the 4 terminals under our operation, which consist of busses and vans, include an average of 301,689 movements per month. The road design allows any vehicle to get in and out the airport to the farthest terminal of the circuit in less than 15 minutes.

The primary objective of all the roads embedded within the design has been the prevention of terrorism (Domestic or International). This objective is aligned with international practices, and also allows for the segregation of public transportation, taxis and shuttles, which as is ASUR's policy, have security processes to go through before granted airport access, providing them with smart tags and badges, that allow us to locate and locate any of such vehicles movements within our terminals, and provide access to the passenger pick up areas. The second but not less important objective is an efficient and fluent flow through all our facilities, with easy access to and from the buildings for our passengers.

As part of the design and construction internal process, they apply and comply with all national and international standards regarding road geometry, sidewalks and crosswalks, cycling infrastructure, traffic signs, road surface markings and traffic lights. There is special consideration made to certain areas based on people movements flows and scenarios, with one key factor in mind - pedestrian flows first and safe, which also includes all internal design of our terminal buildings.

In order to successfully develop any traffic infrastructure they always begin by developing traffic flow studies with and without the new or renovated infrastructure, then they start developing the basic designs, and test them by using "Autoturn" by Autodesk and ArcPort by Transoft Solutions, after extensive simulations, the selected scenario is upgraded with traffic and road signs, lights, traffic lights, and other elements before being transferred for executive design. Their actual guidelines for road design are first and foremost the current NOM as mandatory, and then they add recommendations obtained from FAA-150/5360-13, ICAO and IATA Airport Design Manuals and related documents, as well as equivalent documents in the areas they operate similar to DOT 23 CFR 625 and related documents that can improve our design and the safety of our roads.

ASUR has also teamed up with international experts in road and airport design such as ARUP, AECOM, and others to maximize the design and construction of our projects

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The CM Team has implemented and staffed a comprehensive Safety Program on the MHJIT project. The thoroughness of this program is evident in the statistics to date. Through last summer the project had completed 339 days without a lost time incident.

**MR. MIKE WILLIAMS**

Assistant Director, Maynard H. Jackson Jr. International Terminal at ATL





# FINANCIAL CAPABILITY >>



Address the following areas: a. Ability to Raise Equity and Debt Financing: Provide specific evidence demonstrating proven ability to raise financing for a project of this nature and scope. Responses should include the following descriptions: i. A summary description of how the Respondent intends to finance this transaction, including proposed structuring, sources of funds, lending relationships, etc. ii. A description and identification of equity ownership and arrangements, including upstream relationships to any financially responsible entities. Specific factors that will be assessed include: 1. Adequacy and availability of liquid equity. 2. Debt, capitalization, and credit worthiness. 3. Demands from other projects / investments. 4. Track record of raising equity and debt for infrastructure projects of this size, including but not limited to, the number and size of past relevant transactions and references to specific experiences on past transactions. 5. Size of project sponsor equity requirement in relation to past financings.

## 5.a.i. Summary description of how the respondent intends to finance this transaction

The financial capabilities of the respective parties that make up Momentum Aviation Partners are described below:

Partners Group intends to finance this transaction with a combination of equity capital, primarily from Partners Group's existing infrastructure funds (representing over \$11 billion of assets under management), and debt financing from relationship financial institutions with which Partners Group has a long history of raising debt financing.

In addition to Partners Group's equity, ASUR also intends to make an equity investment in the transaction. With \$2.9 billion in total assets<sup>1</sup>, ASUR is the Airport Group leader in Latin America and the Caribbean, operating and maintaining a total of 16 airports which together handle more than 52 million passengers per year. As per December 31, 2018 ASUR has over \$1.8 billion in equity<sup>1</sup> and holds a net liquidity position of \$306 million.<sup>1</sup>

<sup>1</sup> As per December 31st, 2018; amounts translated into US dollars at the rate of 19.635 per U.S. dollar, the Federal Reserve Board exchange rate for Mexican pesos at December 31, 2018; source ASUR 20F Filing.

## 5.a.ii. Description and identification of equity ownerships and arrangements

Partners Group is active across the four private markets asset classes of private equity, private debt, private real estate and private infrastructure. With \$90 billion in assets under management, Partners Group believes that it has become one of the major independent private markets investment managers in the world. To support the growth of its investment activities, Partners Group has gradually increased its global presence from a regional firm of a few people to a global organization that includes over 1,300 professionals in 20 offices around the world.

Partners Group Holding AG is listed on the SIX Swiss Exchange (symbol: PGHN) with a major ownership by its partners and employees. Combined, Partners Group's employees are the largest shareholder owning over 40% of the total share capital. The remainder of the share capital is in free float. The largest external investor holds 6.14% of the total share capital.

As of December 31, 2018 Partners Group has over \$1.91 billion in equity and holds a net liquidity position of \$1.21 billion preserving the health and strength of the firm.

Below are examples of relevant transactions executed by Partners Group:

	REGION	INITIAL INVESTMENT YEAR	ENTERPRISE VALUE (MILLION)	EQUITY CAPITAL (MILLION)	DEBT FINANCING (MILLION)
Infrastructure Asset A	Europe	2018	\$5,106.0	\$2,057.9	\$3,048.1
Infrastructure Asset B	Americas	2014	\$2,466.0	\$713.7	\$1,752.3
Infrastructure Asset C	Americas	2017	\$1,876.6	\$943.8	\$932.8
Infrastructure Asset D	Americas	2019	\$1,229.0	\$405.6	\$823.4
Infrastructure Asset E	Europe	2019	\$1,104.7	\$359.0	\$745.7

THE INFORMATION CONTAINED ON THIS PAGE IS TECHNICAL OR FINANCIAL INFORMATION CONSTITUTING TRADE SECRETS AND PROPOSER BELIEVES IT IS PROTECTED FROM DISCLOSURE UNDER MISSOURI'S OPEN RECORDS ACT.



## Airport and Public Private Partnerships (PPP) Assets

COMPANY NAME	DESCRIPTION
	<p>Billy Bishop Toronto City Airport is strategically located near the downtown center of Toronto. Partners Group, together with its consortium partners, owned and operated the passenger terminal under a long-term lease from PortsToronto (the Toronto port authority). The Terminal is a modern two-story facility consisting of 156,432 ft<sup>2</sup> on 669,623 ft<sup>2</sup> of land. Toronto is one of the 5 largest North American cities, and BBTCA has seen passenger traffic grow to 2.8 million per annum. The airport is a major economic engine for Greater Toronto Area, generating approximately CAD 1.9 billion in total annual economic impact and supporting 5700 direct and indirect jobs. A pedestrian tunnel was constructed in 2015 and an upgrade of the terminal was completed in 2018, which features an expanded passenger lounge and new retail and food &amp; beverage offerings. <b>Partners Group was the co-lead equity investor in the consortium.</b></p>
	<p>Swissport is a world leading provider of ground and cargo handling services to the aviation industry. Partners Group, along with its consortium partners, acquired Swissport in February 2011. The company was active in 175 locations in 38 countries and handled more than 70m passengers and 2.8 million tons of cargo annually. <b>Partners Group exited this investment in 2015.</b></p>
	<p>Sydney Metro is Australia's largest public transport infrastructure project. Sydney Metro Northwest is the first stage of Sydney Metro and involves the delivery and operation of a 36km double track railway and will feature eight new stations with precincts offering integration with buses, 4,000 parking spaces, and upgrade of five existing stations and interchanges. <b>The project's total private capital was over AUD 1.8B, including AUD 1.55B of senior debt.</b></p>
	<p>High Capacity Metro Trains ("HCMT") is an AUD 2B PPP with the State of Victoria, Australia that involves the design and construction of 65 High Capacity Metro Trains and construction of a new light service facility. HCMT vehicles accommodate approximately 20,000 passengers in the morning peak period. The project has generated more than 1100 jobs for local residents and is reviving the local rail manufacturing industry. <b>Partners Group was the largest equity investor in the consortium.</b></p>
	<p>The Victorian Comprehensive Cancer Centre ("VCCC") is Australia's first dedicated cancer research and treatment facility located in the center of Melbourne. The facility is a multi-site, multidisciplinary specialist cancer hospital and research center. <b>The completed center has 13 levels, 160 patient beds, 110-day beds and eight operating theatres and can host up to 1200 researchers.</b></p>
	<p>The Carlsbad Desalination Plant is the largest salt-water desalination plant in the Western Hemisphere. The plant was developed as a public-private partnership with the San Diego County Water Authority. The plant provides 50 million gallons of fresh water per day and about a third of all water generated in the San Diego county. In 2012, <b>Partners Group was a joint equity investor in the development stage of the plant.</b></p>

## Other Infrastructure Assets

COMPANY NAME	DESCRIPTION
	<p>Techem is a German energy management and services provider with a leading position for cost allocation, energy efficiency and energy contracting services for property managers and real estate owners of multi-tenant resident buildings. Techem's footprint comprises of approximately 410k customers with over 11m dwellings across more than 20 countries. The transaction, which closed in the third quarter of 2018, valued Techem at EUR 4.6billion. <b>Partners Group is the lead equity investor and raised EUR 2.7b in debt at close of the transaction.</b></p>
	<p>United States Infrastructure Company (USIC) is a provider of outsourced "utility locate" services, which consist of locating, identifying and marking sub-surface utility infrastructure such as pipes, cables, fiber and conduit for utility customers. USIC serves around 1000 customers in all major utility segments. The company employs more than 7500 technicians and performs over 70 million utility locating services annually. <b>Partners Group is the lead equity investor and raised over USD900m of financing for this transaction.</b></p>
	<p>Fermaca builds, owns and operates pipelines and other related energy assets in Mexico and the U.S. Current pipelines are capable of shipping 1.5 billion cubic feet per day (approximately 20% of Mexico's natural gas needs). Fermaca is the second largest operator of natural gas infrastructure in the country. <b>Partners Group is the sole equity investor in this transaction and has raised over USD2bn in debt financing since acquisition of this asset.</b></p>

**THE INFORMATION CONTAINED ON THIS PAGE IS TECHNICAL OR FINANCIAL INFORMATION CONSTITUTING TRADE SECRETS AND PROPOSER BELIEVES IT IS PROTECTED FROM DISCLOSURE UNDER MISSOURI'S OPEN RECORDS ACT.**



# CONTACTS & ADVISORS >>

a. Contact person: Provide a single contact person for all future communication between the City, its Lead Financial Advisors, and the Team. Please identify the contact person's name, title, organization, address, telephone number, mobile number, fax number, and email address. b. Expected advisors: Identify the companies and individuals who are expected to act as legal, financial, technical, or other advisors for the Team.

## 6.a. CONTACT PERSON

For the purpose of any future communication, the contact person is:

Name **Edward Diffendal**  
 Title **Managing Director**  
 Organization **Partners Group**  
 Address **1200 Entrepreneurial Drive, Broomfield, CO 80021**  
 Office **(303) 606-3645**  
 Mobile **(720) 447-3397**  
 Fax **(303) 606-3601**  
 Email **Edward.diffendal@partnersgroup.com**

## 6.b. EXPECTED ADVISORS

Momentum Aviation Partners has begun to assemble a multidisciplinary team of advisors for the St. Louis Lambert International Airport P3, including those listed in Section 3, and will complete the team upon notice of shortlist as a Qualified Respondent. Advisors currently engaged and working with Partners Group on an exclusive basis have been selected for their infrastructure market expertise and ability to contribute to successfully delivering the Airport P3, including proven successful experience that will provide a high certainty of financial close.

FIRM	ROLE
Hunt Construction Group, Inc. (AECOM Hunt)	Lead Construction/Engineering
Branson Airport, LLC	Operator
Vasey Aviation Group, LLC	Senior Advisor/Operating Partner
Lewis Rice	Legal
Milbank LLP	Legal
Kaplan Kirsch & Rockwell	Legal
Liberty Bank	Commercial/Community Banking
Campbell-Hill Aviation Group, LLC	Traffic Forecasting
REI Investments	Real Estate Advisory
Global Parking System, Inc.	Parking
Fentress Architects	Architect
HOK	Architect
CHA Consulting, Inc.	Civil Engineering
C. Rallo Contracting Co., Inc.	Construction



# DISCLOSURE OF CONFLICTS >>

Disclosure of Conflicts: Each Team member and advisors must disclose any associations, current or prior dealings, relationships, and / or existing contracts with: a. The City, its employees and elected representatives. b. Any airlines operating at the Airport, current lessees or individuals doing business with the Airport, and suppliers of goods or services to the Airport, as it relates to this transaction. Each Team member and their advisors will disclose their potential conflicts and for certification of the Conflict of Interest Document. Please see Appendix A for the full document, to be signed and submitted with the RFQ.

FIRM	RESPONSE
Partners Group	a. None; b. None
Aeropuerto de Cancún, S.A. de C.V. ("ASUR")	a. None; b. None
Hunt Construction Group, Inc. (AECOM Hunt)	a. None; b. None
Branson Airport, LLC	a. None; b. None
Vasey Aviation Group, LLC	a. None; b. None
Lewis Rice	<p>a. Lewis Rice, LLC discloses in accordance with Section 7.a., that:</p> <ul style="list-style-type: none"> <li>i. From June 25, 2018 through February 19, 2019, two attorneys – David W. Sweeney and Sonette Magnus – performed lobbying services on behalf of the St. Louis City Circuit Attorney's Office.</li> <li>ii. From January 2008 through July 2015, attorney David W. Sweeney served as Legal Counsel and Clerk to the St. Louis Board of Aldermen.</li> <li>iii. From June 2007 through January 2008, attorney David W. Sweeney served as General Counsel to the President of the Board of Aldermen for the City of St. Louis.</li> <li>iv. Many attorneys at Lewis Rice, LLC, have appeared before various St. Louis City boards and commissions, city court matters, and the like, on behalf of Lewis Rice, LLC clients. Furthermore, said attorneys have appeared at Board of Aldermen committee meetings, and hearings, as well as before other elected officials on various matters that touch and concern interests of Lewis Rice clients. Insofar as such appearances over the years may be deemed to be a "prior dealing", Lewis Rice, LLC, wishes to disclose the same.</li> </ul> <p>b. None</p>
Milbank LLP	a. None; b. None
Kaplan Kirsch & Rockwell	a. During the public policy discussion about the expansion of the St. Louis airport during the 1990s, and more than a decade prior to the creation of Kaplan Kirsch & Rockwell, certain lawyers at Kaplan Kirsch & Rockwell advised the City of Bridgeton regarding the same. Insofar as such counseling during the 1990s could be deemed a "prior dealing", Kaplan Kirsch & Rockwell discloses the same; b. None
Liberty Bank	a. None; b. None
Campbell-Hill Aviation Group, LLC	a. None; b. None
REI Investments	a. None; b. None
Global Parking System, Inc.	a. None; b. None
Fentress Architects	a. None; b. None
HOK	a. None; b. None
CHA Consulting, Inc.	a. None; b. None
C. Rallo Contracting Co., Inc.	<p>a. C. Rallo Contracting Co., Inc. is currently under contract with the City of St. Louis, Board of Public Service to install a Two Tether System at St. Louis Air Cargo at St. Louis Lambert International Airport under an Emergency Work Order, Contract Number: EWA90025-20, to be completed by November 27, 2019.</p> <p>b. None</p>

Signed Conflict of Interest Policy forms are provided in the Appendix.



# COMPARABLE PROJECTS >>

To the extent not otherwise part of previous sections, please provide a list and detailed description of similar or comparable projects in which Team members have participated. Respondents should specify how these comparable projects relate to the proposed Agreement. This list can be included as an appendix if so desired.

In addition to the projects previously highlighted in this submittal, **Momentum Aviation Partners** has provided relevant services on the following projects. We will leverage these collective experiences and lessons learned to the benefit of the St. Louis Lambert International Airport P3 project. Project information is provided in **Appendix B**.

## **Construction Management**

St. Louis – Lambert International Airport: Various Projects  
Indianapolis International Airport  
Luis Muñoz Marin International Airport  
Austin Bergstrom International Airport South Terminal  
Louis Armstrong New Orleans International Airport North Terminal  
Maynard H. Jackson Jr. International Terminal at Hartsfield-Jackson Atlanta International Airport  
Denver Airport South Terminal Redevelopment  
LaGuardia Airport  
JFK International Airport

## **Architectural, Concept, Schematic Design / Design Development**

St. Louis – Lambert International Airport: Various Projects  
Indianapolis International Airport  
Austin Bergstrom International Airport South Terminal  
LAX Tom Bradley International Terminal  
MCO Terminal C  
SJC Terminal Area Improvement Program  
SEA Central Terminal Expansion  
PDX Terminal Balancing and Concourse E Extension  
LaGuardia Airport  
Hartsfield-Jackson Atlanta International Airport  
Salt Lake City International Airport Terminal Modernization Program  
JFK International Airport, JetBlue T6/T7 Redevelopment P3  
LaGuardia International Airport, Central Terminal Building P3

## **Master Planning / Planning Services**

St. Louis – Lambert International Airport: Various Projects  
Luis Muñoz Marin International Airport  
Branson Airport  
Austin Bergstrom International Airport South Terminal  
Newark Liberty International Airport  
Westchester County Airport, Airport Privatization

## **Program Management**

Indianapolis International Airport  
Luis Muñoz Marin International Airport  
Branson Airport  
Austin Bergstrom International Airport South Terminal  
Newark Liberty International Airport

## **ORAT**

Indianapolis International Airport  
Branson Airport

## **Delivery Support Services**

Indianapolis International Airport  
Branson Airport  
Newark Liberty International Airport

## **Constructability, Phasing and Staging Services**

Indianapolis International Airport  
Branson Airport  
Newark Liberty International Airport

## **Own**

Billy Bishop Toronto City Airport  
Swissport  
Sydney Metro Northwest  
High Capacity Metro Trains  
Victorian Comprehensive Cancer Centre

## **Operate**

Billy Bishop Toronto City Airport

## **Traffic Forecasting**

Chicago Midway Airport Privatization Consortium  
Ontario International Airport Authority  
Greater Orlando Airport Authority  
Port Authority of New York & New Jersey

## **Legal**

Paine Field Commercial Service and Passenger Terminal  
LaGuardia Terminal B Project  
Hub Airport Ground Transportation Privatization  
O'Hare Express Project  
Hub Airport Landside Development  
Chicago O'Hare International Airport Capital Program  
Southern Nevada Supplemental Commercial Airport Development  
Use and Lease Agreement for Houston Hobby Airport Terminal Project  
Use and Lease Agreement For Kansas  
City International Airport Terminal Project  
Dulles Greenway Concession  
The Ohio State University Comprehensive Energy Management  
Airglades  
Airport Hotel Development at ORD and BOS  
Pr-22 / Pr-5 Toll Road Concession and Lease

## **Parking**

Indianapolis Meter Operations 50-Year Contract  
Capital Improvement Board  
Syracuse John Hancock International Airport Global/Republic  
Parking Management and Operations  
Indianapolis Airport Authority  
Phoenix Sky Harbor International Airport  
San Diego International Airport



# ACKNOWLEDGMENTS, CONFIRMATION & ATTESTATION >>

*a. Acknowledgment of the City's priorities: i. Improvement of the Airport for all stakeholders, including incremental uses of the Airport's significant excess capacity. ii. Net cash proceeds to the City, upfront and/or over time for non-Airport purposes. iii. Community and economic development in St. Louis and across the region. b. Acknowledgment of Additional Requirements: i. The City emphasizes and City law stipulates minority business enterprise (MBE) and women's business enterprise (WBE) requirements with respect to the City's third party contracting. Further details on MBE/WBE requirements will be provided during the RFP stage. ii. The Lease will set out a comprehensive framework for the future employment of all current Airport employees and requirements to ensure continued compliance with collective bargaining agreements. The private operator will be required to offer employment to all current Airport employees at a compensation level that is at least equal to their current compensation level, plus an annual increase of at least 1.5% above their current annual salary during the first five years following the transaction closing. The private operator will be expected to develop and implement fair employment practices, and as a condition of employment, employees will be expected to perform their duties with adequate competence, attendance, and service to the public. c. Confirmations and Attestations: i. Please confirm that the Team does not and will not have an exclusive relationship with a lender related to this transaction. ii. Attestation to the Certification of Conflict of Interest document to be required on restrictions of team members who have worked for the restricted group. Please see Appendix A for the full document, to be signed and submitted with the RFQ.*

**We acknowledge, confirm and attest to the requirements contained in Section 9a, 9b and 9c of this RFQ. Specifically, we:**

**a. Acknowledge the City's Priorities to:**

- » i. improve the Airport for all stakeholders, including incremental uses of the Airport's significant excess capacity;
- » ii. obtain net cash proceeds upfront and/or over time for non-Airport purposes;
- » iii. drive community and economic development in St. Louis and across the region.

**b. Acknowledge the City's Additional Requirements:**

- » i. regarding adherence to the City's minority business enterprise (MBE) and women's business enterprise (WBE) requirements with respect to the City's third party contracting; as well as
- » ii. regarding implementing a comprehensive framework for the future employment of all current Airport employees and requirements to ensure continued compliance with collective bargaining agreements. We acknowledge, confirm and attest to adhere to any requirement to offer employment to all current Airport employees at a compensation level that is at least equal to their current compensation level, plus an annual increase of at least 1.5% above their current annual salary during the first five years following the transaction closing. We acknowledge, confirm and attest to adhere to any expected development and implementation of fair employment practices, and as a condition of employment, employees will be expected to perform their duties with adequate competence, attendance, and service to the public.

**c. Confirm and Attest That:**

- » i. we do not and will not have an exclusive relationship with a lender related to this transaction.
- » ii. We further attest to the Certification of Conflict of Interest document, please see Appendix A of this document.



# CASE NUMBER, HISTORY & SUMMARY DESCRIPTION >>

Case number, history and summary description, to include jurisdiction, involved parties and resolution or current status, of any: i. Criminal claims; or ii. Any civil claims or litigation in excess of \$10,000,000; or iii. Any civil claims or litigation having a material impact on the operations of any member of the Team; or iv. Contracts under which a Disclosing Party was obligated to provide goods or services, having a total contract or project value in excess of \$10,000,000, and which, in the last 15 years, were terminated by the counter-party for cause against the Disclosing Party or for convenience. Provide the contract and project name (or other reference information), the parties involved, a history and summary description of the contract and the goods or services to be provided and of the circumstances of termination; or v. Circumstances in the last 15 years in which a Disclosing Party, or a team in which the Disclosing Party was a participant, failed to close on a contract awarded to it, where such failure was not excused or where a bid, proposal, or closing security was surrendered or drawn upon because of such failure. Provide the project name (or other reference information), the parties involved, and a history and summary description of the project, the goods or services to be provided by the Disclosing Party, and of the circumstances of failure to close.

FIRM	RESPONSE
Partners Group	None
Aeropuerto de Cancún, S.A. de C.V. ("ASUR")	None
Hunt Construction Group, Inc. (AECOM Hunt)	i. None ii. Legal summary provided in Appendix C iii. None iv. None v. None
Branson Airport, LLC	None
Vasey Aviation Group, LLC	None
Lewis Rice	None
Milbank LLP	Milbank LLP cannot disclose legal claims due to client confidentiality but Milbank LLP has no pending legal claims that would be material to its role in the potential public-private partnership involving St. Louis Lambert International Airport.
Kaplan Kirsch & Rockwell	None
Liberty Bank	None
Campbell-Hill Aviation Group, LLC	None
REI Investments	None
Global Parking System, Inc.	None
Fentress Architects	None
HOK	i. None ii. HOK is currently a defendant in pending litigation in St. Louis County Circuit Court (Case No. 19SL-CC01902), captioned BJC Healthcare System d/b/a BJC Healthcare v. Jacobs Project Management Co. and Hellmuth, Obata & Kassabaum, Inc. alleging that HOK and Jacobs are responsible for damages incurred by BJC related to the design and construction of two towers on BJC's main campus in St. Louis, Missouri. HOK is proud of the services it provided for BJC and has denied the allegations in BJC's claim. HOK does not believe that the pendency of this litigation will have any effect on its abilities to perform its services on this Project. iii. None iv. HOK does not track specific instances where contracts or services were terminated. HOK has elected to stop work on projects and has also been asked by clients to stop work on projects. Termination of services is very rare and the reasons for such action vary. v. None
CHA Consulting, Inc.	None
C. Rallo Contracting Co., Inc.	None



# APPENDIX A >>

Phoenix Sky Harbor International Airport Terminal 3 Modernization >> Phoenix, AZ





## APPENDIX A: CONFLICT OF INTEREST POLICY

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- 2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:
  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
  - ii. Any member, shareholder, or partner in any of the City Advisors; or
  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

- 1) “Transaction” means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.
- 2) “Respondent” means any (i) joint venture or entity responding to an RFQ or RFP, (ii) joint venturer, partner, or member of a joint venture or entity described in clause (i), or (iii) advisor, consultant, agent, or representative retained by a joint venture or entity described in clause (i) to perform material or professional work in connection with a possible Transaction.
- 3) “City Advisor” means any entity and the principal representatives of each entity that have advised the City on a Transaction. The initial list of City Advisors and principal representatives is provided in Section VI of the RFQ.
- 4) “Organization” means any entity which has directly or indirectly provided material professional services to the City or a City Advisor in connection with a possible Transaction in the fields of law, accounting, taxation, engineering, architecture, finance, environmental services, or management.



# Appendix



Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's responses to a RFQ and/or a RFP.

The City places a high priority on the integrity of any bidding process and avoiding the occurrence or appearance of conflicts of interest. The City expects any Respondent to be compliant with any and all laws pertaining to conflicts of interest particularly as they may relate to current or former officials or employees; this includes but is not limited to Section 105.454 RS Mo. which prohibits acts by certain elected and appointed public officials and employees and particularly paragraph 6 of section 1 of said section which states a prohibition to "Perform any service for any consideration for any person, firm or corporation after termination of his or her office of employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment."

## ATTESTATION

On behalf of **Partners Group USA Inc**, I hereby certify and attest that **Partners Group USA Inc** has reviewed this Conflict of Interest Policy – Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

**Partners Group (USA) Inc.**

By: 

Date:

Name: **Edward Diffendal**

Position: **Managing Director**

By: 

Date:

Name: **Patrick Langan**

Position: **Vice President**





## APPENDIX A: CONFLICT OF INTEREST POLICY

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Where such individual was doing such work on or after June 13, 2018, unless:

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# Appendix



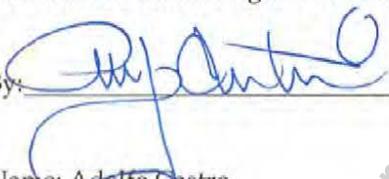
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## ATTESTATION

On behalf of Aeropuerto de Cancún, S.A. de C.V. ("ASUR"), I hereby certify and attest that Aeropuerto de Cancún, S.A. de C.V. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: 

Date: October 29th / 2019

Name: Adolfo Castro

Position: Legal Representative

Confidential  
garvinm@stibuis-mo.gov  
2020-01-16 14:25:12 +0000





## APPENDIX A: CONFLICT OF INTEREST POLICY

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## ATTESTATION

On behalf of Hunt Construction Group, Inc, I hereby certify and attest that Hunt Construction Group, Inc. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 10/29/19

Name: H. Daniel Shumaker

Position: Executive Vice President





## APPENDIX A: CONFLICT OF INTEREST POLICY

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# Appendix



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## ATTESTATION

On behalf of Branson Airport llc, I hereby certify and attest that Branson Airport llc has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:

Jeffrey P. Boock

Date:

10/30/2019

Name:

Jeffrey P. Boock

Position:

Executive Director



## APPENDIX A: CONFLICT OF INTEREST POLICY

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# Appendix



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## ATTESTATION

On behalf of    Vasey Aviation Group, LLC   , I hereby certify and attest that    Vasey Aviation Group, LLC    has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:    *Andrew Vasey*    Date:    10/28/2019   

Name:    Andrew Vasey   

Position:    CEO   

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garvinm@stouis-mo.gov  
2020-01-16 14:55:12 +0000



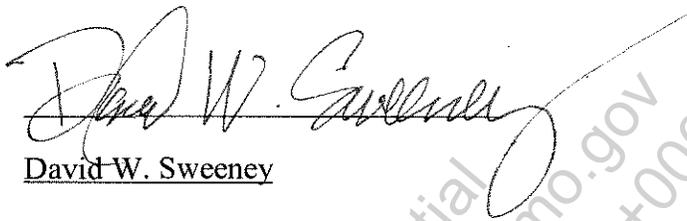
ATTESTATION

On behalf of Lewis Rice, LLC, I hereby certify and attest that Lewis Rice, LLC has reviewed this Conflict of Interest Policy – Respondent’s Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: Lewis Rice, LLC

Date: October 30, 2019

Signature:



Name:

David W. Sweeney

Position:

Member

Confidential  
garvinm@stlouis-mo.gov  
2020-01-16 14:55:12 +0000

# Appendix



Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

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## ATTESTATION

On behalf of Milbank LLP, I hereby certify and attest that Milbank LLP has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: \_\_\_\_\_

Date: \_\_\_\_\_

10/31/19

Name: \_\_\_\_\_

John D. FRANCHINI

Position: \_\_\_\_\_

Partner

Confidential - No: 2020-07-16 14:38:12 +0000  
garinm@stills-no: 2020-07-16 14:38:12 +0000



# Appendix



## **APPENDIX A: CONFLICT OF INTEREST POLICY**

As part of responding to a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) for a Transaction, each Respondent must certify in writing that the Respondent:

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## ATTESTATION

On behalf of Kaplan Kirsch & Rockwell LLP, I hereby certify and attest that Kaplan Kirsch & Rockwell LLP has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 10/28/2019

Name: Adam Giuliano

Position: Partner





## APPENDIX A: CONFLICT OF INTEREST POLICY

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- 3) "City Advisor" means any entity and the principal representatives of each entity that have advised the City on a Transaction. The initial list of City Advisors and principal representatives is provided in Section VI of the RFQ.
- 4) "Organization" means any entity which has directly or indirectly provided material professional services to the City or a City Advisor in connection with a possible Transaction in the fields of law, accounting, taxation, engineering, architecture, finance, environmental services, or management.

# Appendix



Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's responses to a RFQ and/or a RFP.

The City places a high priority on the integrity of any bidding process and avoiding the occurrence or appearance of conflicts of interest. The City expects any Respondent to be compliant with any and all laws pertaining to conflicts of interest particularly as they may relate to current or former officials or employees; this includes but is not limited to Section 105.454 RS Mo. which prohibits acts by certain elected and appointed public officials and employees and particularly paragraph 6 of section 1 of said section which states a prohibition to "Perform any service for any consideration for any person, firm or corporation after termination of his or her office of employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment."

### ATTESTATION

On behalf of LIBERTY BANK & TRUST ~~[RESPONDENT]~~, I hereby certify and attest that ~~[RESPONDENT]~~ LIBERTY BANK & TRUST has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 10/31/19

Name: SIDNEY KING  
Position: REGIONAL PRESIDENT



## APPENDIX A: CONFLICT OF INTEREST POLICY

As part of responding to a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) for a Transaction, each Respondent must certify in writing that the Respondent:

- 1) Has not retained after October 2, 2019, nor will it retain at any time during which this prohibition is effective, any City Advisor in connection with a possible Transaction.
- 2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:
  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
  - ii. Any member, shareholder, or partner in any of the City Advisors; or
  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

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# Appendix



Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

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## ATTESTATION

On behalf of Campbell-Hill Aviation Group, LLC, "**Campbell-Hill**", I hereby certify and attest that Campbell-Hill has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: Kevin P. Healy Date: Oct 28, 2019

Name: Kevin P. Healy

Position: President & CEO



# Appendix



## APPENDIX A: CONFLICT OF INTEREST POLICY

As part of responding to a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) for a Transaction, each Respondent must certify in writing that the Respondent:

- 1) Has not retained after October 2, 2019, nor will it retain at any time during which this prohibition is effective, any City Advisor in connection with a possible Transaction.
- 2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:
  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
  - ii. Any member, shareholder, or partner in any of the City Advisors; or
  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

- 1) “Transaction” means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.
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Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's responses to a RFQ and/or a RFP.

The City places a high priority on the integrity of any bidding process and avoiding the occurrence or appearance of conflicts of interest. The City expects any Respondent to be compliant with any and all laws pertaining to conflicts of interest particularly as they may relate to current or former officials or employees; this includes but is not limited to Section 105.454 RS Mo. which prohibits acts by certain elected and appointed public officials and employees and particularly paragraph 6 of section 1 of said section which states a prohibition to "Perform any service for any consideration for any person, firm or corporation after termination of his or her office of employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment."

## ATTESTATION

On behalf of REI Real Estate Services, LLC, I hereby certify and attest that REI Real Estate Services, LLC has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 10/28/19

Name: Ryan Wells

Position: Director of Development



# Appendix



## APPENDIX A: CONFLICT OF INTEREST POLICY

As part of responding to a Request for Qualifications ("RFQ") and a Request for Proposal ("RFP") for a Transaction, each Respondent must certify in writing that the Respondent:

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  - ii. Any member, shareholder, or partner in any of the City Advisors; or
  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent's activities by an appropriate screen (i.e., the individual does not work on the Respondent's activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent's RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

- 1) "Transaction" means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.
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# Appendix



Respondents (and potential Respondents) are encouraged to seek written guidance from the City Counselor's Office as to whether specific circumstances could present conflicts of interest, including before submitting any response to an RFQ or RFP. The City, acting through the City Counselor's Office in consultation with and with the approval of the Working Group, reserves the right to make determinations on a case-by-case basis.

Any Respondent who fails to certify or violates the terms of any certification, shall be subject to adverse consequences, including but not limited to a determination that such Respondent's response to a RFQ and/or RFP is nonresponsive or a rejection of such Respondent's responses to a RFQ and/or a RFP.

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### ATTESTATION

On behalf of Global Parking System, Inc., I hereby certify and attest that Global Parking System, Inc. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By: [Signature] Date: 10-28-19

Name: HAC DARRING

Position: CEO - OWNER

Confidential  
2020-01-10 14:52:12 +0800  
darvinm@stisism.com





## APPENDIX A: CONFLICT OF INTEREST POLICY

As part of responding to a Request for Qualifications (“RFQ”) and a Request for Proposal (“RFP”) for a Transaction, each Respondent must certify in writing that the Respondent:

- 1) Has not retained after October 2, 2019, nor will it retain at any time during which this prohibition is effective, any City Advisor in connection with a possible Transaction.
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  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
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  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

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## ATTESTATION

On behalf of Fentress Architects, I hereby certify and attest that Thomas Theobald has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:

Date: October 28, 2019

Name: Thomas Theobald, AIA

Position: Principal



# Appendix



## APPENDIX A: CONFLICT OF INTEREST POLICY

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- 2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:
  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
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  - iii. Any principal representative of an Organization;

Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

For purposes of this policy:

- 1) “Transaction” means a Transaction as defined pursuant to Section 1.a.ii. of the Consultant Agreement dated June 13, 2018, between the City of St. Louis, Moelis & Company, LLC, McKenna & Associates, LLC, and Grow Missouri, Inc.
- 2) “Respondent” means any (i) joint venture or entity responding to an RFQ or RFP, (ii) joint venturer, partner, or member of a joint venture or entity described in clause (i), or (iii) advisor, consultant, agent, or representative retained by a joint venture or entity described in clause (i) to perform material or professional work in connection with a possible Transaction.
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## ATTESTATION

On behalf of Hellmuth, Obata & Kassabaum, Inc., I hereby certify and attest that Hellmuth, Obata & Kassabaum, Inc. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained therein and agrees to comply with the terms and conditions herein.

By:

Date: October 29, 2019

Name: Eli Hoisington

Position: Senior Principal

garvinm@stlouismo.gov  
2020-01-10 14:55:12 +0000





## APPENDIX A: CONFLICT OF INTEREST POLICY

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Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

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For purposes of this policy:

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## ATTESTATION

On behalf of CHA Consulting, Inc., I hereby certify and attest that CHA Consulting, Inc. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: October 28, 2019

Name: John Achenbach

Position: Executive Vice President



# Appendix



## APPENDIX A: CONFLICT OF INTEREST POLICY

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- 2) Has not hired or retained after October 2, 2019, nor will it hire or retain at any time during which this prohibition is effective, in connection with a possible Transaction:
  - i. Any of the individuals who have been employed or retained by or through any of the City Advisors;
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Where such individual was doing such work on or after June 13, 2018, unless:

- a. Such hiring or retention is disclosed to the City; and
- b. The individual that is hired or retained is isolated from the Respondent’s activities by an appropriate screen (i.e., the individual does not work on the Respondent’s activities in connection with, or have access to information concerning, any Transaction).

All of these prohibitions terminate at the earliest of (1) a Respondent not being selected to proceed to the RFP stage; (2) a Respondent not submitting a response to the RFP and terminating its pursuit of a Transaction; (3) the City rejecting Respondent’s RFP response or terminating negotiations with a Respondent; (4) a termination by the City of the pursuit of a Transaction; or (5) the closing of a Transaction.

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# Appendix



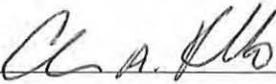
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### ATTESTATION

On behalf of C. Rallo Contracting Co., Inc., I hereby certify and attest that C. Rallo Contracting Co., Inc. has reviewed this Conflict of Interest Policy - Respondent's Side, understands all the terms contained herein and agrees to comply with the terms and conditions herein.

By:  Date: 10/28/19

Name: Charles A. Rallo

Position: President

garvinm@stouis-mo.gov  
2020-01-16 14:55:12 +0500



# APPENDIX B >>

Salt Lake City Intl Airport Terminal Modernization Program > Salt Lake City, UT



Confidential  
perkins@stlouis-mo.gov  
2017-16 14:55:12 +0000

**STL** >>

## ST. LOUIS – LAMBERT INTL. AIRPORT: VARIOUS PROJECTS

*St. Louis, MO*

Team Members Involved

» **C. Rallo Contracting Co.**

Dates of Services

» **Since 1956**

Construction Cost

» **\$400,000,000**

Scope of Work

» **Construction Management**

C. Rallo Contracting Co., Inc. is a general contracting company based in St. Louis, Missouri. C. Rallo has been performing quality construction at St. Louis – Lambert International Airport since 1956 and has an extensive portfolio of new construction work as well as major repair work and renovations throughout the airport. **The following is a partial listing of the projects C. Rallo Contracting has completed at the airport.**

- » Initial Three Finger Addition
- » Temporary West Finger Additional
- » Lambert Field Fourth Dome Addition
- » New Main Terminal Parking Garage
- » Deplaning Road Improvements
- » Passenger Enclosure Facilities
- » Alterations & Additions to Main Terminal Bldg including Baggage Service
- » Installation of Passenger Loading Bridges
- » East Terminal Building Pad & Site Work
- » East Terminal Addition – International Wing
- » Passenger Concourse Improvements
- » Bus Port Addition
- » Midcoast Aviation Hangar #4
- » Jet Fuel Storage
- » New A, B, & C Concourses
- » Infrastructure Improvements – Joint Venture with AECOM Hunt
- » Jetway Relocations
- » Climate Control Building Boiler Blowdown Tank
- » Taxi Staging Area Improvements
- » Airport Parking Garage Structural Repairs
- » Airport Dome Renovations
- » Parking Structure Exit Toll / Garage Repair
- » Escalator Demolition
- » New East Elevator & Stairs in Main Terminal Parking Garage
- » 2011 Tornado Damage Emergency Repairs
- » Concourse C New Roof
- » Air Cargo Building #3 Renovations
- » Jetway Demolition and Repairs
- » Concourse B-C Connector Repairs
- » Miscellaneous Blast Glazing
- » Concourse C HVAC Repairs
- » Parking Lots A, C D & Brown lot Repairs
- » Autoshop / Airfield Maintenance Complex Renovations
- » Terminal I Ticket Lobby Renovations
- » Checked Baggage Inspection System for Concourse C
- » Various Restaurant/Retail Projects

### **Airline Projects**

#### **TWA / TW Express**

- » Customs Area
- » Gate/Podium Renovations in Concourse D
- » Ticket Counter Conveyor Renovation
- » Hangar Ceiling Height Modifications
- » TW Express Office Space Renovation
- » Cafeteria & Flight Training Center
- » Locker Room Vestibule
- » South Ticket Counter & Baggage Sales
- » Maintenance Building
- » TW Express Baggage Make-up Area
- » Gate Renovations in Concourse B
- » TW Express Concourse B Renovations
- » Ambassador's Club Renovation
- » Gate Renovations Concourse C

#### **Ozark Airlines**

- » Gate Remodeling
- » Warehouse Facility

#### **American Airlines**

- » Ticket Counter Remodeling
- » Ticket Counter Conveyor Renovation
- » Aircraft Maintenance Field Service Expansion
- » Miscellaneous Projects

#### **US Airways**

- » Ticket Counter Remodeling
- » Baggage Service Office Renovations
- » Gate 6 Renovations
- » Support Space Modifications
- » Electrical Metering / Air Cargo Office
- » Cargo Building #4 Repairs
- » Gate 8A Renovations

#### **Delta Airlines**

- » Ticket Counter Renovations

#### **Air Canada**

- » Gate Renovations & Ticket Counter Relocation

#### **Northwest Airlines**

- » Ticket Counter & Gate Remodeling



**STL** >>



## ST. LOUIS – LAMBERT INTERNATIONAL AIRPORT EXPANSION PROJECT

*St. Louis, MO*

Team Members Involved  
» **HOK**

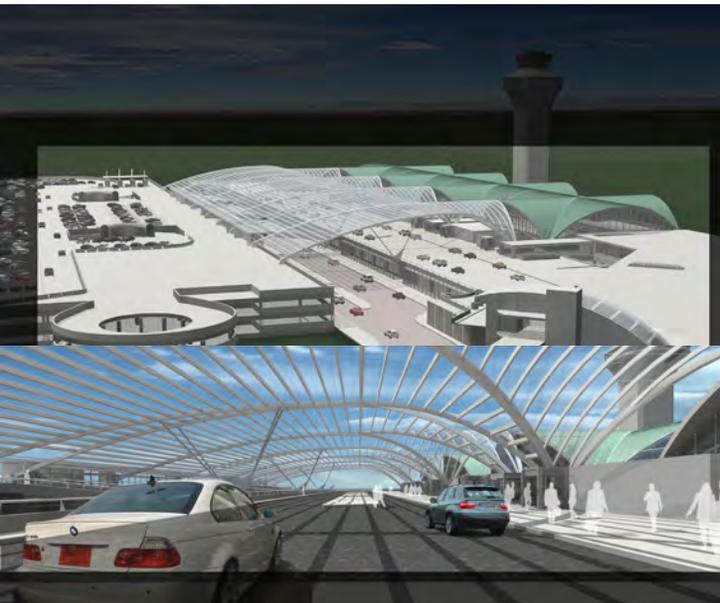
Dates of Services  
» **2007**

Construction Cost  
» **n/a**

Scope of Work  
» **Master Planning**  
» **Architectural Design**  
» **Concept Design**  
» **Schematic Design**  
» **Design Development**  
» **Graphic Design**

Initially designed by HOK in 1957, Lambert St. Louis undertook the largest renovation in the airport's history to recapture the best qualities of the historic "Jet Age" terminal and easily accommodate an increase in passenger traffic and to fully integrate post- 9/11 security features and standards.

To update the main terminal to a state-of-the- art facility, several solutions were provided to improve the traveler's experience. HOK proposed to upgrade ticketing halls, concourses, baggage claim and arrivals, the main entrance canopy, as well as new gateways to help make the airport memorable, easy to use and representative of the St. Louis city and region.



# IND >>

## INDIANAPOLIS INTERNATIONAL AIRPORT

*Indianapolis, IN*

Team Members Involved

- » **AECOM Hunt**
- » **HOK**
- » **Vasey Aviation**
- » **CHA Consulting**
- » **Global Parking System, Inc.**

Dates of Services

- » **2002 - 2018**

Construction Cost

- » **\$1,000,000,000**

Scope of Work

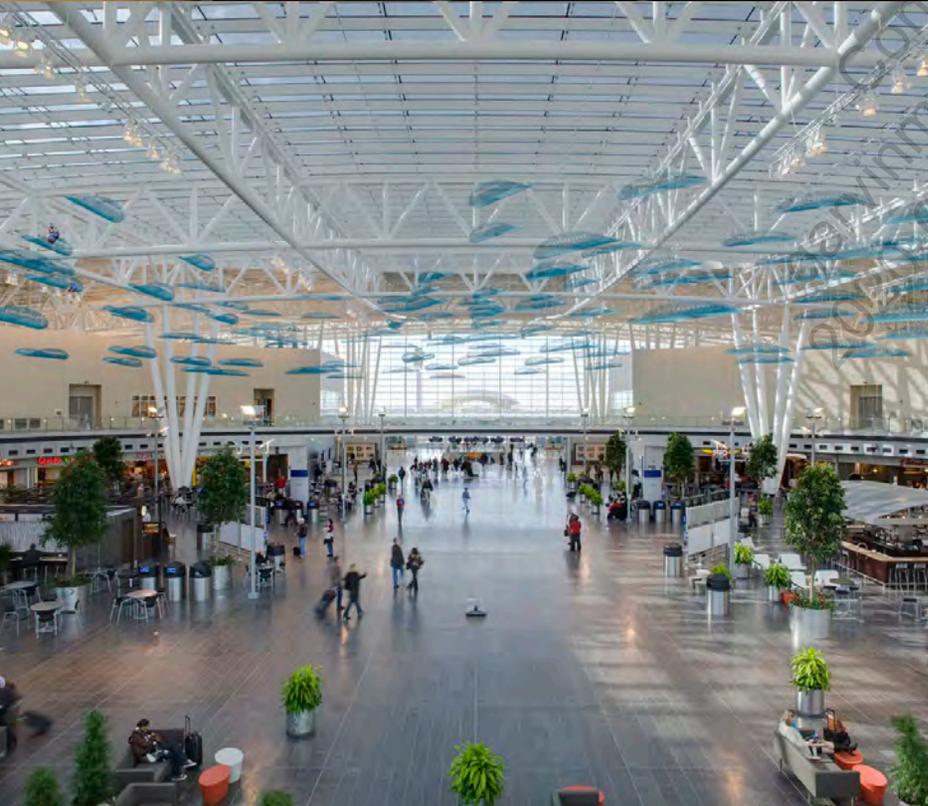
- » **Program Management**
- » **Delivery Support Services**
- » **Constructability, Phasing & Staging Services Ongoing**
- » **ORAT**
- » **Redevelopment Program**
- » **Planning Services**
- » **Construction Management**
- » **Architecture**

### Awards

- » A Monumental Affairs Awards for Excellence - Monumental Award
- » Best Airport in North America by Airports Council International
- » Excellence in Equal Opportunity Award
- » Metro Indy Coalition for Construction Safety, Safety Project of the Year
- » Midwest Construction's Best of Green Building Award of Merit
- » Midwest Construction's Best of Outstanding Engineering Function & Aesthetics
- » Project Safety Award Indianapolis Department of - Labor Safety Award



**First LEED certified airport terminal in the country.**



A new 1,275,000 SF midfield terminal and airside development including terminal building, two concourses housing 40 gates, airside apron, roadways, utilities, baggage handling system, security screening, restaurants and retail space. In addition, a 22" thick apron of 518,000 square yards and under pavement hydrant fueling system.

AECOM Hunt, working as a CM Agent for the IAA, provided design review expertise, value engineering and estimate reconciliation, schedule management, and contract administration from bid package preparation to close out.

The most significant issue faced on the project was a steel shift on January 24, 2007 during a truss jacking operation which resulted in no structural damage but a 5 month delay in a portion of the building construction while engineering analysis took place. Hunt reacted to the incident quickly and put incident management protocols in place within hours which mitigated long term problems and reduced cost and schedule impact to both the owner and the builder's risk insurance entity.

As the Program Manager, Andrew Vasey led ACM's program management efforts on behalf of the Indianapolis Airport Authority (IAA) for the \$1 Billion Midfield Terminal Program at Indianapolis International Airport (IND) through its initial planning, financing, budgeting and schematic design phase. The Midfield Terminal Program is the largest single capital project ever executed in the history of the State of Indiana.





The project was completed within schedule and the New Midfield Terminal opened on November 11, 2008. **The project was bid under the Engineer's estimate.**

CHA provided airside planning and design for the development of a 40-gate Midfield Terminal complex at Indianapolis International Airport. The proposed site for this development was a green field site located between parallel runways. Total program costs were approximately \$1 billion.

CHA worked closely with the Owners Technical Representatives, the Master Architect, and the Program Construction Managers to facilitate a coordinated effort to complete the design and construction for this major development project.

CHA aggressively involved a high-level of minority/women-owned consultant firm participation to complete meaningful aspects of the airside planning and design scope of work.

### Major planning elements included:

- » Apron pavement geometric layout
- » RON aircraft parking evaluation and RON parking location identification
- » Aircraft parking/gate layout
- » Ground Support Equipment (GSE) layout
- » Passenger Boarding Bridge (PBB) layout
- » Hydrant fueling pit layout
- » Concourse water distribution system layout
- » Concourse sanitary sewer collector layout
- » Concourse electrical and communications distribution layout
- » Validated and coordinated aircraft service requirements including preconditioned air (Point of Use), 400Hz (Point of Use), potable water, and guidance docking systems
- » Apron pavement marking layout including gate centerline and stop blocks, GSE parking, equipment restraint lines, boarding bridge movement areas, and vehicle service roads
- » Apron area lighting layout
- » Airfield lighting circuit and electrical vault capacity evaluation
- » SMGCS plan evaluation and update

### Major design elements included:

- » Airfield pavements including sections, joint layout, and in-pavement structures
- » Apron grades in accordance with FAA, NFPA, and IATA design standards
- » Airfield grading
- » Airfield storm drainage
- » Subsurface drainage
- » Aircraft deicing runoff collection and conveyance system for the terminal apron
- » Water and sanitary sewer
- » Electrical and communication duct systems
- » Airfield lighting and signage including edge lights, centerline lights, and stop bars
- » Airfield electrical vault building expansion
- » Airfield lighting control system for the new ATCT
- » Airfield security fencing and gate systems
- » Construction safety and phasing
- » Procurement documents for aircraft service equipment including boarding bridges, preconditioned air (Point of Use), 400Hz (Point of Use), and guidance docking system



### Design Challenge

The major design challenge on this project was meeting the FAA, NFPA, and IATA apron grade standards. Even though the site was a green field site, the grades of the adjacent existing parallel taxiway system, in conjunction with the proposed concourse layout, presented a challenge. The elevation difference across the site to the existing parallel taxiways was 26 ft and the "U" shaped Concourse Layout was to have a uniform finished floor elevation. CHA worked closely with the Master Architect to establish a finished floor elevation that allowed the apron grades to meet the apron grading standards.



# SJU >>



## LUIS MUÑOZ MARIN INTERNATIONAL AIRPORT

*San Juan, PR*

Team Members Involved

- » **ASUR**
- » **Vasey Aviation**
- » **AECOM Hunt**

Contract Value

- » **\$2,000,000**

Dates of Services

- » **1/2012 – 9/2017**

Construction Cost

- » **\$240 Million**

Scope of Work

- » **Program Management**
- » **Planning Services**
- » **Construction Management**

Vasey Aviation Group LLC was the advisor and program manager for Highstar Capital LP for the full P3 of Luiz Munoz International Airport (SJU) and subsequent \$240M capital program. San Juan is a medium hub airport with approximately 8.6 million annual passengers. In addition to the \$615M acquisition cost of the airport, the program included \$240M in new capital projects, including the complete transition of all AIP grants, PFC collection authority and ongoing airport projects from the Government of Puerto Rico to the private sector.

Andrew Vasey, President of Vasey Aviation Group LLC, was named interim Chief Development Officer by Highstar Capital LP as part of the private management team put into place. Mr. Vasey, in his role as Chief Development Officer for this medium hub airport, was directly responsible for:

- » Transition of PFC collection authority from the government of Puerto Rico to high star new holding company, Aerostar airport holdings LLC through direct coordination with the FAA
- » Transition of all open FAA AIP grants from the government of Puerto Rico through direct coordination with the FAA
- » Revision of the five year FAA Airport Capital Improvement Program (ACIP)
- » Close out of open FAA AIP grants
- » Completion of new runway safety area by the congressionally mandated completion date
- » Planning, financing, phasing and procurement for Aerostar \$240 million capacity enhancement program
- » Hiring of entirely new planning engineering and development staff as part of new private airport management
- » Established new Airport Affairs and Airline Technical Committee with all SJU airlines as part of stakeholder coordination for the \$240 million capacity enhancement program
- » Coordinated all Airport Security Plan Revisions with the TSA Federal Security Director

As part of program management responsibilities, Andrew Vasey created a complete phasing plan in coordination with SJU airlines that involved relocating all but one airline twice during the construction of the capacity enhancement program. The scope of work for terminals B and C included 85 new ticketing positions, the consolidation of four security checkpoints into one more efficient checkpoint, the replacement of 31 passenger boarding bridges, a new inline baggage handling system with the capacity to process 3,000 bags per hour, new and expanded concessions and passenger conveniences, and the complete renovation of the two terminals and concourses.



**NEW BRANSON AIRPORT**

*Branson, MO*

Team Members Involved  
 » **Branson Airport, LLC**  
 » **Vasey Aviation**

Dates of Services  
 » **5/2007 – 9/2009**

Construction Cost  
 » **\$155,000,000**

Scope of Work  
 » **Program Management**  
 » **Delivery Support Services**  
 » **Constructability, Phasing and Staging Services Ongoing**  
 » **ORAT**  
 » **Planning Services**



The New Branson Airport was the first privately financed and operated commercial air carrier airport built in the United States. The \$155M project included the planning, design, financing, construction, commissioning and creation of new FAA airport airspace for a greenfield airport. Vasey Aviation Group LLC was the program manager for the entire project, including commissioning and opening on the 11th of May, 2009.

The new airport included a 7,140-foot runway with associated taxiways and full ILS navaid system, a terminal, fuel farm, FBO, parking facilities and entry roadways. Built in the Ozark Mountains, the airport project was the largest earth-moving project in the history of the State of Missouri, and included the movement of 11 million cubic yards of earth and the blasting of over one million cubic yards of rock.

This project was the ultimate for operational readiness and transition as this was a greenfield airport that required \$155M of new facilities, a full FAR part 139 license, a full TSA airport security plan (ASP), and the creation of the FAA airspace for a new airport in the US ATC system. Vasey Aviation Staff assisted the new airport management team with all of the above tasks required for a successful opening on the 11th of May, 2009.

The team built the “greenfield airport” in 22 months completing the project on schedule and on budget, including the environment process, FAA airspace redesign, and actual construction, which included all airport facilities both airside and landside, access roads and bridges.

**Regulatory Environment**

The airport was privately developed and is now privately operated by Branson Airport, LLC. As with all U.S. commercial service airports, the airport is regulated by the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA) according to their respective operational and security requirements. The airport is in the FAA’s central region. The airport has received the FAA Central Region’s Safety Enhancement Award every year it’s been in operation – 10 years running (meaning the airport has had zero FAA discrepancies since it opened in May 2009).

**Key Attributes:**

- » A Single 7,140 ft. runway capable of handling non-stop commercial jet service from within the continental United States.
- » 58,000 square foot Commercial Aviation Terminal building designed to accommodate 750,000 annual enplanements, with significant expansion opportunities possible if necessary
- » Separate General Aviation Terminal and hangar facilities operated by Branson Jet Center owned by Branson Airport.
- » Air Traffic Control Tower, operating under the FAA’s contract tower program
- » Current airline service to and from the airport by Frontier Airlines. Former Service - AirTran Airways, Sun Country Airlines and Southwest Airlines brought to Branson through the team’s air service development efforts. In its 10 year history the airport has had contracts with these airlines listed above.



## AUSTIN BERGSTROM INTERNATIONAL AIRPORT SOUTH TERMINAL DEVELOPMENT P3

*Austin, TX*

- Team Members Involved
- >> Vasey Aviation
  - >> AECOM Hunt
  - >> Kaplan Kirsch & Rockwell
  - >> Fentress Architects

Dates of Services

- >> 7/2016 - 3/2017

Construction Cost

- >> \$12,000,000

- Scope of Work
- >> Program Management
  - >> Delivery Support Services
  - >> Constructability, Phasing and Staging Services Ongoing
  - >> Planning Services
  - >> Construction Management
  - >> Architecture



Vasey Aviation Group served as the Aviation Advisor for the Public Private Partnership between the City of Austin and Lonestar Airport Holdings for the development of the South Terminal at ABIA. This \$22M deal included the 40 year lease and redevelopment of a 30,000 sqft building on the south side of the airfield to serve as an additional commercial air service terminal. The addition of the South Terminal allowed for new airlines to launch air service in Austin as well as the exponential growth of existing airlines because of the increased gate availability. Vasey Aviation Group worked to negotiate the terms of the deal with the City of Austin, facilitate air service development crucial to the success of the South Terminal, provided key design strategy giving the terminal building a unique and notable aesthetic, coordinated construction project management, provided insight on maximizing non-aeronautical revenue such as automobile parking and concessions, led the recruitment effort for all South Terminal employees, and served as liaison between the City of Austin and Lonestar Airport Holdings.

As part of the project, AECOM Hunt performed Design-Build services for the renovation of a 30,000 SF one-story, 35-room terminal located on the existing ABIA south terminal. The project included site upgrades for short and long term parking. Fentress was the lead Architect on this project.



**EWR** >>

## NEWARK LIBERTY INTERNATIONAL AIRPORT

*Newark, NJ*

Team Members Involved  
» **Vasey Aviation**

Dates of Services  
» **2016 to Ongoing**

Construction Cost  
» **\$2,320,000,000**

Scope of Work  
» **Program Management**  
» **Delivery Support Services**  
» **Constructability, Phasing and Staging Services Ongoing**  
» **Planning Services**



Vasey Aviation Group, LLC was selected by The Port Authority of NY & NJ as Aviation Consultants for the Newark Liberty International Airport Terminal A Redevelopment Project. Providing expert professional program/project delivery and advisory services for The Port Authority of NY & NJ, Andrew Vasey works to keep the program within the budget developed and on schedule. His extensive direct airline operations experience, close working relationship with key stakeholders such as the TSA, CBP, law enforcement, the FAA; the non-aero-nautical revenue concession operators, including the rental car companies, food and beverage operators, ground transportation operators, parking operators and operations, in-terminal advertising, and other operators of in-terminal amenities made Mr. Vasey a key asset to the team. He is knowledgeable and experienced in delivering complex airport projects on time through the development and management of a realistic program schedule. The total program cost is estimated at \$2.32 billion and the program scheduled for completion by the end of 2022 delivered via design-build procurements.

The services provided by Vasey Aviation Group consists of providing expert professional advisory services on an as requested basis throughout all phases of the Redevelopment Program. Vasey ensures that the Program is delivered on schedule, within the budget developed and meets the defined purpose, need and scope of the Program elements. Program management, project management, delivery support services, phasing and staging services, environmental planning and permitting services, procurement services, operational readiness, activation transition services, outreach and communication services as well as redevelopment program planning are all vital components to the execution of this design build redevelopment project and key to the success of Newark International Airport.



*New Orleans, LA*

Team Members Involved

>> **AECOM Hunt**

Dates of Services

>> **9/2015 - 10/2019**

Construction Cost

>> **\$860,500,356**

Scope of Work

>> **Construction Manager at Risk**

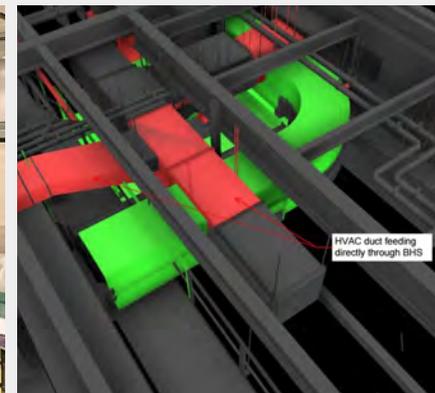


AECOM Hunt served as Construction Manager at Risk, in a joint venture with local contractors Gibbs Construction, Boh Bros Construction Company and Metro Site Services (HGBM), for the Louis Armstrong New Orleans International Airport – North Terminal. This new 35-gate airport terminal is just under 1,000,000 SF, and is spread across three concourses. The new terminal also includes a parking garage, surface parking, airline ticket offices, and ticketing hall. The nearly \$1 Billion project is the first new terminal constructed in the United States since the The Col. H. Weir Cook Terminal at Indianapolis International Airport was completed in 2008 (also constructed by AECOM Hunt).

The new terminal was designed with an ease of use customer experience in mind, featuring centralized local restaurants and retail shops, a new consolidated security checkpoint, an open concept design, and a new inbound and outbound in-line baggage system.

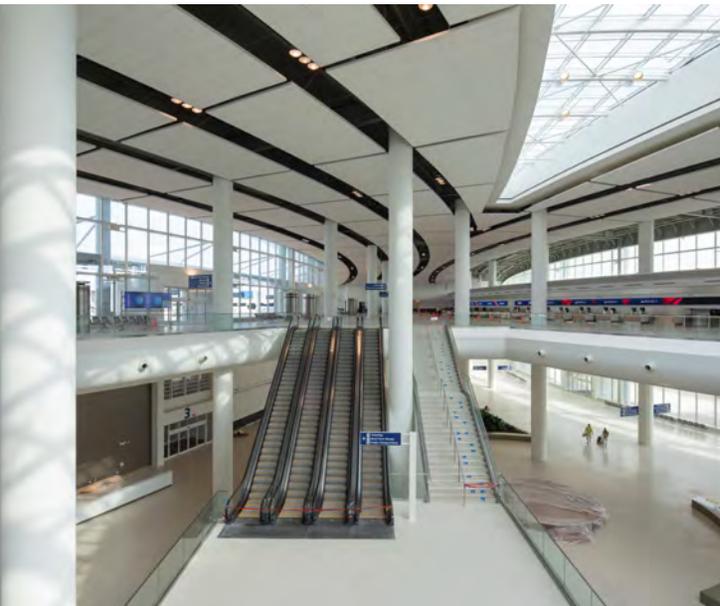
### BIM Utilization

The HGBM project team is using Building Information Modeling (BIM) for many aspects of the project. In addition to 3D/4D BIM modeling, BIM Field is used for the quality control program, daily reports, punch (final completion process for turnover on a construction project), contractor commissioning and record drawings. The project is almost entirely electronic — minimizing paper use. All design revisions and RFIs are uploaded into the BIM software with iPad access for all team members.



### Key Attributes:

- >> Baggage Handling System, retail development, consolidated security screening checkpoint, inbound and outbound baggage, airline ticket offices, ticketing hall, 2,000-space parking garage
- >> Concrete for nearly 100 pile caps poured at the terminal and concourse areas
- >> FIS and swing gates for international traffic
- >> Installation of more than 10,000 piles in the terminal area
- >> More than 2 million cubic yards of sand hauled to the site for infill work
- >> More than 1.4 million tests to ensure foundation stability at the site
- >> Project constructed at approximately 15 feet above sea level
- >> Wick drains installed under all site areas at 5' on center over nearly 80 acres



## MAYNARD H. JACKSON JR. INTERNATIONAL TERMINAL AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, GA

Team Members Involved  
» **AECOM Hunt**

Dates of Services  
» **7/2008 - 5/2012**

Construction Cost  
» **\$1,272,280,997**

Scope of Work  
» **Construction Manager at Risk**



AECOM Hunt served as Construction Manager at Risk, in a joint venture with Holder Construction Company, Manhattan Construction Company, and C.D. Moody Construction Company, Inc., for the Maynard H. Jackson Jr. International Terminal at Hartsfield-Jackson Atlanta International Airport project. This 1,430,000 square foot terminal includes new gates, custom offices, Advanced People Mover (APM) station, new baggage handling system, two new parking structures (1,500 and 2,500 cars respectively), elevated roadways and APM train/utility connector to existing Concourse E. Gate, baggage, fuel pit and jet bridge modifications at existing Concourse E.

The new International Terminal added twelve new international boarding gates and new support areas including approximately 56,000 cubic yards of concrete and 20,000 tons of structural steel. There are over 200,000 square feet of various exterior glass window wall systems reaching a height of 100-feet in some locations. The North-facing window wall includes a cable stayed glazing system that supports the glass wall requiring no metal framing and is designed to provide travelers with a panoramic view of the downtown Atlanta skyline. Additional exterior finishes include metal panels, stone accents, and CMU.

Passenger facilities include ticketing and check-in counters, arriving passenger baggage facilities, departing passenger security checkpoint, gate waiting areas, various types of concessions, and

passenger gate waiting areas (hold rooms). Passenger support facilities include airline passenger lounges and restroom facilities. Back-of-house support facilities include offices for the airlines, Atlanta Police, U.S. Customs, and the Transportation Security Agency (TSA). Passenger baggage are sorted, inspected, and moved to the planes through 5 ½ miles of advanced baggage conveyor systems.

The new International Terminal has been designed to incorporate the latest security features in baggage inspection and customs processing. Passengers needing to reach the new International Terminal from the existing Hartsfield-Jackson Atlanta International Airport (HJAIA) may travel on an extension of the existing APM train, by walking, or riding the moving walkways through a connecting tunnel that begins on the South side of existing Concourse E and ramps downward under existing taxiway D. An integral baggage and utility service tunnel is included in this Connector. Renovations to the existing U.S. Customs area in Concourse E allow passengers to walk from the existing North and South Terminals, including Concourses A, B, C, D and T, all the way to the new International Terminal. Likewise, the APM transports passengers from the existing North and South Terminals and the existing Concourses to the lower level of the new International Terminal. A new Non-Licensed Vehicle Tunnel (NLVR) with associated ramps and roadways was also constructed allowing service vehicles to travel between Concourse E and under Taxiway D to reach the new Terminal.



**DEN >>**

# DENVER AIRPORT SOUTH TERMINAL REDEVELOPMENT

*Denver, CO*

Team Members Involved  
» **AECOM Hunt**

Dates of Services  
» **12/2012 - 8/2015**

Construction Cost  
» **\$385,000,000**

Scope of Work  
» **Construction Manager at Risk**

**“ ”**

*Hunt's experience working with airports was essential to the success of our program where understanding airport and government environments are key. Their ability to work collaboratively and creatively with their tri-venture partners as well as the design team, my program management team, our local transit district, elected officials, and the airport was crucial in a high-visibility project like the HTC.*

**STU WILLIAMS**  
*Senior Vice President, Special Projects,  
Denver International Airport*



The project received **LEED PLATINUM** Certification in March of 2017.

This 630,000 square-foot, fast-track project included a 519-room Westin Hotel on a five-level podium containing meeting and conference facilities, TSA airport security screening facilities, a light rail train station, several signature canopies at the hotel and train station, and the Level 5 plaza area connecting this development to the existing terminal, affording retail and special event opportunities.

AECOM Hunt's work also included the extension of the Automated Guideway Transit System structure from the face of the existing terminal into the new public transit center, extension of the existing baggage handling system from the terminal into the podium, and integration of the existing tent roof structure with the new construction.



# LGA & JFK >>



## PORT AUTHORITY OF NEW YORK AND NEW JERSEY EXPERIENCE

### *New Jersey / New York*

#### Team Members Involved

- » **CHA Consulting**

#### Dates of Services

- » **March 1997-Present**

#### Construction Cost

- » **\$530,000,000**

#### Scope of Work

- » **Planning**
- » **Preliminary Engineering**
- » **Design**

CHA and its employees are proud to have provided 30 years of continued engineering and construction management services to the Port Authority on hundreds of projects. Over that 30-year span, CHA has become well-versed in all aspects of completing Port Authority call-in assignments, from Stage I preliminary designs through Stage IV construction phase services. Through CHA's close working relationship with the Port Authority's Civil Engineering Design Division, we have become exceptionally familiar with the Port Authority's standards, including, but not limited to, Engineering Design Guidelines, Standard Specifications, Contracts Unit Review Standards, Sustainable Infrastructure Guidelines, Climate Resilience Design Guidelines, and EAD CAD Standards. This level of familiarity enables CHA's team to complete call-in assignments on time and on budget, while maintaining the highest degree of quality for all deliverables. CHA views itself not just as a Port Authority consultant, but as an extension of the Port Authority staff.

The listing below reflects some of the projects that CHA has worked on over the years with the Port Authority. This list is not all inclusive, but is intended to demonstrate the depth of CHA's experience through our continued involvement in the call-in program.

### **LaGuardia Airport**

- » Parking Lot 1 Rehabilitation
- » Drainage Improvements
- » Sanitary Sewer Master Utility Study
- » Foam Fire Suppression System Upgrades
- » Water Service Lateral Upgrades
- » West End Roadway & Utility Design
- » East End LaGuardia Road Rehabilitation
- » Sewer Force Main Study
- » Ingraham's Mountain Development
- » Ingraham's Mountain Employee Parking
- » Temporary Emergency Use GCP Connector
- » Parking Lot 10 Toll Plaza
- » Parking Lot 10 Rehabilitation
- » Runway Drive and RVSR Extension Preliminary Design

### **JFK International Airport**

- » Air Terminal Site Modifications
- » ILS Pier Priority Repairs
- » Parking Lot 8 & 9 Rehabilitation
- » Emergency Bypass Road Design
- » Fueling Station & Underground Storage Tank
- » East & West Hangar Roads Rehabilitation
- » Pan Am Road Rehabilitation
- » 130th Place Rehabilitation
- » Former Hangar 12 Site Pavement Improvements
- » Parking Lot Improvements
- » 72-foot Storm Drain Outfall
- » Terminal 6 Site Modifications
- » Airport Substations Replacement Study
- » Utility Modeling (Drainage/Water/Sanitary)
- » JFK Expressway Pavement Rehabilitation Study
- » JFK Expressway "Smooth Ride" Interim Pavement Repairs



### **Stewart International Airport**

- » Master Plan Update
- » Runway 16-34 Safety Area Improvements
- » Terminal Modifications
- » Air National Guard Fire Suppression System
- » Upgrades to Building 108
- » Lighting Upgrades to Building 204
- » Building 102 Repair Fuel Cell Hangar Facility
- » Runway 9-27 Edge Lighting Improvements
- » Glycol Collection System Independent Cost Estimate
- » Security Access Control System
- » ALS Independent Fee Estimate

### **Newark Liberty International Airport**

- » Taxiway C-C Run-Up Blast Pad
- » Glide Slope Paving
- » Lot E Monorail Station Extension
- » Stormwater Quality Improvement Study
- » CTA Cooling System Water & Sewer Lines
- » Infield Grading & Drainage Improvements
- » Long Term Parking Lot Expansion
- » Service Road Improvements
- » Terminal B Substation 4 Study
- » Peripheral Ditch Embankment Restoration
- » Ponding Remediation at CTA and Parking Lots
- » Electric Bus Parking

### **George Washington Bridge**

- » Fire Hydrant & Water System Condition Survey
- » Rehabilitation of Hudson Ramps Pavement
- » Drainage Rehabilitation – NJ Anchorage
- » Truck Inspection Area Study
- » Cabrini Water System replacement
- » TME Water System Replacement
- » Upper Level EB Approach and Main Span Paving

### **Teterboro Airport**

- » Catch Basin and Pavement Repairs
- » Perimeter Security Enhancements
- » Redneck Avenue Relocation
- » High Speed Taxiway Exits
- » Charles Lindbergh Drive Entrance Plaza
- » Fred Wehran Drive Rehabilitation
- » Snow Equipment Storage Building
- » Building 27 Renovations
- » Wildlife Hazard Mitigation Fencing Study

### **PATH**

- » PATH Caisson Lower Level Investigation
- » PATH Harrison West Transfer Yard
- » PATH Jersey City Rail Transfer Yard Study
- » PATH Bridge Inspections East of Newark Penn Station
- » Harrison Station Parking Lot Site Preparation

### **Holland Tunnel/Lincoln Tunnel/Bus Terminal**

- » Replacement of 12th Street Waterline
- » Canal Street Sidewalk Repairs
- » Repairs to Tunnel Water Service Pipes
- » Toll Plaza Pavement Repairs
- » Repair of Collapsed Drain at NYLVB
- » Bus Parking Lots D and E
- » Bus Ramp Pavement Repairs

### **Port Facilities**

- » Port Newark Berths 35 & 63 Wharf Construction
- » Port Newark Water System Study
- » Elizabeth Port Valve Isolation Program
- » Port Newark Berths 2-4-6 Hydrant Renovations
- » Elizabeth Port Hydrant Testing
- » Greenville Yard Water System Analysis
- » Greenville Yard Construction Phase Support
- » Greenville Yard Marine Terminal Rdwy Rehab.
- » Port Newark Intermodal Container Facility Capital Program

## **PORT AUTHORITY OF NEW YORK AND NEW JERSEY EXPERIENCE (CONTINUED)**

### **New Jersey / New York**

Team Members Involved

- » **CHA Consulting**

Dates of Services

- » **3/1997-Present**

Construction Cost

- » **\$530,000,000**

Scope of Work

- » **Planning**
- » **Preliminary Engineering**
- » **Design**



# LAX >>



## LAX TOM BRADLEY INTERNATIONAL TERMINAL

Los Angeles, CA

Team Members Involved  
» **Fentress Architects**

Dates of Services  
» **5/2008 - 9/2016**

Construction Cost  
» **\$1,400,000,000**

Scope of Work  
» **Architecture**



LEED GOLD CERTIFIED

The new LEED Gold terminal is reflective of Los Angeles' diversity and beauty. A wave-like roofline resembles one of Southern California's greatest attractions—the Pacific Ocean. The rhythmic ceiling reduces solar glare and heat from the ocean on the west and bathes the terminal in natural light from the northeast. Expansive glass curtain walls offer dramatic views of the airfield and the nearby Santa Monica Mountains, and clerestory windows fill the Great Hall with sunlight, connecting travelers to LA's natural environment.

The Fentress design team solicited input from dozens of stakeholders and the community in order to meet the client's and community's needs. A year-long visioning process and public feedback informed the concept—to create a design that was quintessentially Los Angeles.

Centralized security enhances wayfinding and welcomes departing passengers into the Great Hall where passengers can choose from a variety of world-class concessions and retail offerings. An Integrated Environmental Media System (IEMS) creates immersive digital environments throughout the terminal and concourses.



*The Fentress design for LAX is spectacular, embodying the character of Los Angeles and creating a remarkable sense of place. It is unmistakably LA.*

**ANTONIO R. VILLARAIGOSA**  
Former Los Angeles Mayor





## MCO TERMINAL C

Orlando, FL

Team Members Involved  
» **Fentress Architects**

Dates of Services  
» **9/2015 - 2021 (anticipated for Phase I)**

Construction Cost  
» **\$3,000,000,000**

Scope of Work  
» **Architecture**

Fentress' design approach creates a world-class domestic and international terminal complex that responds to regional context and establishes Orlando as a world-renowned travel destination. The new international terminal creates civic spaces that adapt to the changing needs of the users, community, and environment. Principal design strategies include improved wayfinding, ease of navigation between levels, futuristic technology, and incorporation of nature and art. An iconic exterior establishes a landmark that is recognizable to the locals while a contemporary and flexible interior design accommodates the traveler.

The design represents a paradigm shift in the arrival experience. Visitors arrive on the top level of the terminal bathed in daylight and surrounded by nature and art, signaling a true sense of arrival. To realize this approach, Fentress worked with the airport to find a baggage handling system that would defy gravity. Orlando will be the first use of this system in the US.



**SJC TERMINAL AREA  
IMPROVEMENT  
PROGRAM**

*San Jose, CA*

Team Members Involved  
» **Fentress Architects**

Dates of Services  
» **10/2006 - 12/2010**

Construction Cost  
» **\$668,700,000**

Scope of Work  
» **Architecture**

“ ”

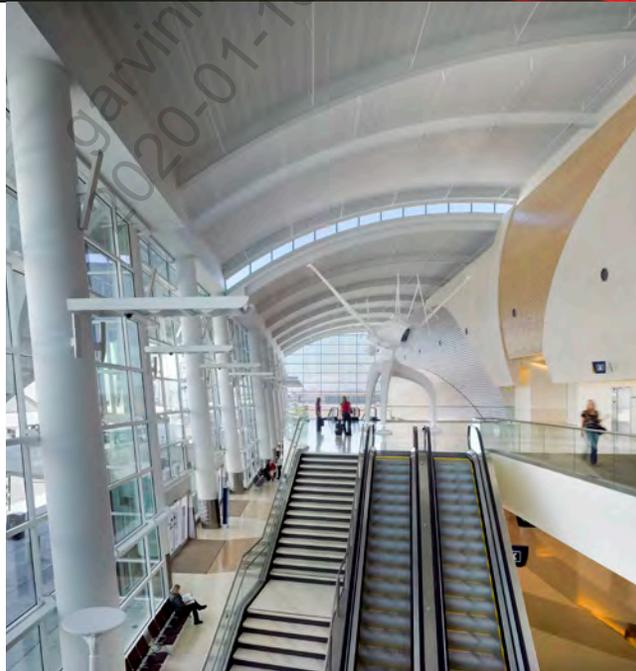
*Just before we hired Fentress Architects, we were \$150 million over budget. Now we're more than \$140 million under budget and celebrating the opening of the modernization one year earlier than if we'd done it as design-bid-build. The result has been an outstanding partnership that has delivered a beautiful, comfortable and efficient airport for passengers and airlines alike.*

**BILL SHERRY**  
*Former Director of Aviation, SJC*

The TAIIP project was part of San Jose's \$1.3 billion Terminal Area Improvement Program. The program included a major renovation of Terminal A and an interim modification of Terminal C to clear space for the construction of Terminal B, with the eventual demolition of the 1960's era Terminal C. Rounding out the project was the construction of a seven-story, 3,400-vehicle Consolidated Rental Car Facility and parking structure, as well as improvements in roadways and parking to improve access and navigation.

Inspired by Silicon Valley's innovative technology, Fentress Architects' design incorporates inventive features that improve the travel process for passengers and the airline industry. The design sets new standards in ticketing, security, and baggage handling while enhancing passenger comfort. Examples include the installation of Zenky Air Chairs which provide built-in electrical outlets and an integrated air cooling and heating system positioned unobtrusively in the chair's base. The facility's digital paging system displays text messages on flat-screen panels located throughout the terminal.

Terminal B at Mineta San Jose International Airport infuses advanced innovations and flexibility to create one of America's most technologically advanced airports. The exterior resembles an unraveling coaxial cable, while the concourse interior evokes the area's agrarian past and sunny climate.



## SEA CENTRAL TERMINAL EXPANSION

*Seattle, WA*

Team Members Involved  
» **Fentress Architects**

Dates of Services  
» **4/1998 - 6/2005**

Construction Cost  
» **\$118,000,000**

Scope of Work  
» **Architecture**

“ ”

*Seattle-Tacoma's elegant central terminal will send travelers' spirits soaring.*

*Northwest Contributing Editor  
for Architectural Magazine*

Fentress Architects' design successfully enriches the traveler's experience by giving the airport a central heart. The design features a dramatic cable-support curtain wall — a captivating lens through which visitors watch planes land and take off, and view the region's natural beauty. The curtain wall is made of bi-directional curved glass which arcs in two directions at the same time. The 60-foot-tall vertical span is convex, while the 350-foot-long horizontal stretch is concave.

This engineering achievement was part of the redevelopment and expansion of the original 1949 Central Terminal's focal point. The 130,000-square-foot Great Hall, known as the Pacific Marketplace, offers a relaxing space for travelers to escape the stress of travel. Dining tables, moveable furniture, canopies, trees, artwork, and interactive educational opportunities create the feeling of an outdoor courtyard. Easily viewable flight information display monitors provide clear directions to concourses.

This retail and informational "heart" is an expression of the culture of the Pacific Northwest. SEA's Central Terminal Expansion restores the excitement of travel by creating a Northwest Coast landmark filled with light, excitement, and warmth.



# PDX >>



## PDX TERMINAL BALANCING AND CONCOURSE E EXTENSION

*Portland, OR*

Team Members Involved  
» **Fentress Architects**

Dates of Services  
» **4/2014 - 2/2020**  
(anticipated)

Construction Cost  
» **\$215,000,000**

Scope of Work  
» **Architecture**

The PDX Project will balance passenger demands on the north and south sides of the facility. It also extends Concourse E to the east approximately 210 feet, creating a concessions node and a ground-level holdroom serving regional flights. The project also expands the adjacent airside apron for 15 regional aircraft positions. Modifications to accommodate airline relocations include ticket lobby and ticket offices, operations spaces, baggage service offices, baggage handling systems, and infrastructure improvements.

To help impacted airlines generate programmatic requirements, the design team created a step-by-step program workbook, a decision-tracking matrix, and preliminary space plans for the airlines. These tools have allowed the port to generate participation and trust from the airlines as partners in the project.

The Concourse E Extension is poised as a gateway along the roadway and bike path entrance to the airport. As such, the Team has taken care to design the extension to be complementary in materials and form to the existing concourse, and to create an impactful gateway to the airport by balancing the architecture and landscape of the Headquarters Building with the extension's design forms and material.



# YTZ >>



## HIGHLY CONFIDENTIAL BILLY BISHOP TORONTO CITY AIRPORT

*Toronto*

Team Members Involved  
» **Partners Group**  
» **Giulio Leucci**

Dates of Services  
» **2018**

Construction Cost  
» **\$50,000,000**

Scope of Work  
» **Equity Investor**  
(Partners Group)  
» **Interim CEO oversee-**  
ing project  
(Giulio Leucci)

Billy Bishop Toronto City Airport is strategically located near the downtown center of Toronto. Partners Group, together with its consortium partners, owned and operated the passenger terminal under a long-term lease from PortsToronto (the Toronto port authority). The terminal is a modern two-story facility consisting of 156,432 ft<sup>2</sup> on 669,623 ft<sup>2</sup> of land. Toronto is one of the 5 largest North American cities, and BBTCA has seen passenger traffic grow to 2.8 million per annum. The airport is a major economic engine for greater Toronto area, generating approximately CAD 1.9 billion in total annual economic impact and supporting 5700 direct and indirect jobs. A pedestrian tunnel was constructed in 2015 and an upgrade of the terminal was completed in 2018, which features an expanded passenger lounge and new retail and food & beverage offerings. Partners Group was the co-lead equity investor in the consortium.

**THE INFORMATION CONTAINED ON THIS PAGE IS TECHNICAL OR FINANCIAL INFORMATION CONSTITUTING TRADE SECRETS AND PROPOSER BELIEVES IT IS PROTECTED FROM DISCLOSURE UNDER MISSOURI'S OPEN RECORDS ACT.**



**LGA** >>

## LAGUARDIA AIRPORT

*Queens, NY*

Team Members Involved  
» **HOK**

Dates of Services  
» **2016 - 2022**

Construction Cost  
» **\$4,500,000,000**

Scope of Work  
» **Architecture**



As LaGuardia Airport's most active passenger hub, Terminal B has welcomed hundreds of millions of travelers to New York. Yet in recent years the aging terminal—first opened in 1964 and handling nearly twice the passengers it was designed to accommodate—had become both undersized and outmoded.

Enter the Port Authority of New York and Jersey and an aggressive vision to transform LaGuardia Airport, starting with Terminal B, into a world-class airport worthy of the city it calls home. The design of the brand new terminal carries that vision forward with a highly efficient yet adaptable building that vastly improves the passenger experience while paying homage to the architectural grandeur and individuality of New York City.

### **A NOBLE WELCOME**

Built from the ground up, the new Terminal B restores the sense of place that existed when New York Municipal Airport (later renamed LaGuardia Airport) drew thousands of Depression-era visitors just to watch planes take off and land. Serving as both a civic building and a noble welcome to New York, the terminal headhouse has a verticality and grand scale that echo the city itself. The transparent, fluid design celebrates movement. In

the spirit of New York's great high-rises like the Woolworth and Chrysler buildings, long considered cathedrals of commerce, Terminal B serves as a cathedral of mobility. Pedestrian bridges extending from the terminal to island concourses enhance airport operations and create a metaphor for New York—a city of islands and bridges. These 450-foot-long pedestrian spans offer panoramic views onto Manhattan and reinforce the airport's connections to the city.

### **TRANSFORMATIONAL PASSENGER EXPERIENCE**

Terminal B celebrates arrivals and departures with equal emphasis, challenging the industry practice of reserving the most monumental spaces for departures while relegating arrivals to low-ceilinged, basement-like zones. At LaGuardia Airport's new terminal, incoming and outgoing passengers share soaring, airy, grand-scaled sequences punctuated by 55-foot-high ceilings and floor-to-ceiling windows that fill the space with natural light. The interior environment evokes the city's vibrancy, material sensibility and cultural diversity. With an all-encompassing sculptural form, the interior finishes and features accentuate and juxtapose the larger spatial volume, promoting the easy flow of passengers.

Retail offerings such as Shake Shack, FAO Schwartz and McNally Jackson Books highlight New York originals. Indoor green space is modeled after New York City's urban pocket parks and includes lush landscaping and sculptural benches. Concourses feature ample seating areas with charging stations across all 35 gates, spacious and modern restrooms with floors that literally sparkle, and nursing rooms for mothers and infants.

### **FLEXIBILITY AND OPERATIONAL EFFICIENCY**

The island concourses and pedestrian bridges offer more than a sleek appearance. They allowed the design team to move Terminal B hundreds of feet closer to Grand Central Parkway. This opened up two additional miles of aircraft taxiways that will reduce airport ground delays as the terminal ramps up to its full capacity of serving 17.5 million annual passengers. Terminal B's "common-use" design incorporates flexible technology that enables any airline to occupy any desk or gate, resulting in economy of space and a more efficient terminal. The design's phased construction strategy allows the terminal to be built on the highly constrained site with minimal impact to operations, generating significant time and construction cost savings.





**ATL >>**

## HARTSFIELD-JACKSON ATLANTA INTL AIRPORT MODERNIZATION PROGRAM

*Atlanta, GA*

Team Members Involved  
» **HOK**

Dates of Services  
» **2015 - 2020**

Construction Cost  
» **Modernization Program:  
\$330,000,000**

Scope of Work  
» **Architecture**



In 2015, the 207-gate airport became the world's first to handle more than 100 million passengers in a year, reaching a high of 101.5 million. In preparation to serve even more travelers in the coming decades, H-JAIA tasked the HOK led team to design a terminal that would improve the passenger experience given the projected growth of the world's busiest domestic passenger terminal. The solution creates a new, world class experience embracing the buzz of the world's busiest airport, giving passengers a sense of ease and clarity while navigating the 400,000 SF domestic terminal. Visitors will arrive and depart under two new, transparent canopies providing shelter and comfort from Atlanta's ever-changing weather while maintaining access to views of the sky and daylight.

Central to the passenger experience, the design of the 15,000 SF atrium presents a lush, park-like setting reflecting the Atlanta landscape brightened by a circular skylight. Here passengers have the opportunity to pause and relax on their way to and from gates. The technology rich atrium connects passengers to retail and information in the context of a microcosm of Atlanta culture. Other work on the terminal includes complete recladding of its building facades, upgrades to North and South check-in and bag claim halls including new energy efficient LED lighting and new ceilings. Security check points and circulation areas are also included in scope of upgrades creating a completely new passenger experience for all arriving and departing passengers.



**SLC >>**

## SALT LAKE CITY INTL AIRPORT TERMINAL MODERNIZATION PROGRAM

*Salt Lake City, UT*

Team Members Involved  
» **HOK**

Dates of Services  
» **2008 - 2025**

Construction Cost  
» **\$3,600,000,000**

Scope of Work  
» **Architecture**



Salt Lake City International Airport asked HOK to redefine the airport experience to create a transit hub that would advance the aspirations of the city, its visitors, airport staff and major stakeholder Delta Air Lines. The design began as a 48-gate passenger terminal facility and evolved into a unified 78-gate facility that is essentially creating an entirely new airport in Utah's capital. The project is one of the nation's largest aviation developments in years and will be the first completely new airport built in the U.S. in the 21st century. The "future-proof" design provides flexibility that will enable specific areas to be easily modified and reconfigured as the needs of the airport and airlines change over time.

HOK's design celebrates Utah's natural beauty and reputation as an outdoor recreation hub. Floor-to-ceiling glass provides expansive views to the airfield and Wasatch Mountains. A soaring interior atrium called "The Canyon" houses security screening areas, shopping and dining facilities. A large-scale sculpture by artist Gordon Huether defines the walls and reflects natural Utah elements such as red rock canyons, alpine peaks, moving water and puffy white clouds. Branding and wayfinding by HOK's Experience Design team graphically express the spirit of the city and region while assisting travelers as they navigate their way to and within the new terminal. With a goal of establishing a U.S. benchmark for environmentally responsible airports, the team is targeting LEED Gold certification. Working with two construction managers, the team has been able to find innovative economies of scale in design, specification and construction.



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## SWISSPORT

Swissport is a world leading provider of ground and cargo handling services to the aviation industry. Partners Group, along with its consortium partners, acquired Swissport in February 2011. The company was active in 175 locations in 38 countries and handled more than 70m passengers and 2.8 million tons of cargo annually. Partners Group exited this investment in 2015.

*Team Members Involved: Partners Group*

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## SYDNEY METRO NORTHWEST

Sydney Metro is Australia's largest public transport infrastructure project. Sydney Metro Northwest is the first stage of Sydney Metro and involves the delivery and operation of a 36km double track railway and will feature eight new stations with precincts offering integration with buses, 4,000 parking spaces, and upgrade of five existing stations and interchanges. The project's total private capital was over AUD 1.8B, including AUD1.55B of senior debt.

*Team Members Involved: Partners Group*

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## HIGH CAPACITY METRO TRAINS

High Capacity Metro Trains ("HCMT") is an AUD 2B PPP with the State of Victoria, Australia that involves the design and construction of 65 High Capacity Metro Trains and construction of a new light service facility. HCMT vehicles accommodate approximately 20,000 passengers in the morning peak period. The project has generated more than 1100 jobs for local residents and is reviving the local rail manufacturing industry. Partners Group was the largest equity investor in the consortium.

*Team Members Involved: Partners Group*

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## VICTORIAN COMPREHENSIVE CANCER CENTRE

The Victorian Comprehensive Cancer Centre ("VCCC") is Australia's first dedicated cancer research and treatment facility located in the center of Melbourne. The facility is a multi-site, multidisciplinary specialist cancer hospital and research center. The completed center has 13 levels, 160 patient beds, 110-day beds and eight operating theatres and can host up to 1200 researchers.

*Team Members Involved: Partners Group*

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## MANCHESTER AIRPORTS GROUP & EDIZIONE, SRL

Mr. Leucci held senior roles in asset management where he was actively involved in public-private partnership procurement and overseeing airport commercial development, financing & refinancing, large capital projects and change management initiatives.

*Team Members Involved: Giulio Leucci*

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## CHICAGO MIDWAY AIRPORT PRIVATIZATION CONSORTIUM

Airport forecaster teamed with Macquarie Group and Ferrovial, S.A. bidding on the privatization of Chicago Midway Airport. Prepared near-term (1-5 year) detailed forecasts of operations and traffic (domestic, international, O&D, connecting) by airline and quarter. Prepared long-term (6-30 year) forecasts of operations and traffic in a constrained and unconstrained environment. These forecasts were used as input in to models projecting long-term airport revenues.

*Team Members Involved: Campbell-Hill*

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## ONTARIO INTERNATIONAL AIRPORT AUTHORITY

Forecaster responsible for developing traffic, operation and land-weight forecasts for input in to the Authority's financial models used for bond re-financing and FAA certification for transfer of the airport from LAWA to local Authority control. Developed near-term (1-5 year) detailed forecasts and long-term (6-30 year) forecasts.

*Team Members Involved: Campbell-Hill*

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## GREATER ORLANDO AIRPORT AUTHORITY

Provided a comprehensive analysis that quantified current gate utilization levels, identified potential future issues and competitive constraints based on Campbell-Hill forecasted growth rates for domestic and International operations. The study evaluated both terminal and airside operations, projected when each airside would reach maximum capacity and demonstrated the need for the new South Terminal to support continued growth.

*Team Members Involved: Campbell-Hill*

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## PORT AUTHORITY OF NEW YORK & NEW JERSEY

In support of the EWR Terminal A Redevelopment Project, Campbell-Hill provided near and long-term growth forecasts by carrier (including frequency, market and fleet changes), gate utilization analysis, multiple optimizations for improved utilization of the current and new gates within the overall FAA constraints for EWR operations. The study also provided passenger forecast by hour, inbound/outbound/transit, to be used for the Operator RFP for EWR New Terminal A.

*Team Members Involved: Campbell-Hill*

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## PAINE FIELD COMMERCIAL SERVICE AND PASSENGER TERMINAL

Kaplan Kirsch & Rockwell represented Snohomish County, Washington in connection with federal environmental documentation and regulatory approvals for introduction of commercial service at Paine Field. The firm led the County's approval process and then the negotiations with Propeller Airports for development of a new terminal through a public-private partnership. Subsequently, the firm has represented Propeller in its negotiations among carriers and terminal service providers, and on securing necessary additional government approvals. The fully subscribed terminal opened in March 2019. The project is the first completed effort by an airport proprietor to contract for a privately designed, built, financed, operated, and maintained passenger terminal in the U.S.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## LAGUARDIA AIRPORT TERMINAL B PROJECT

Kaplan Kirsch & Rockwell represents LaGuardia Gateway Partners on construction phase and FAA compliance issues, as well as matters related to future operations, on the Terminal B Project. The \$5bn+ project is the largest single ongoing airport public-private partnership project in the country.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## HUB AIRPORT GROUND TRANSPORTATION PRIVATIZATION

Kaplan Kirsch & Rockwell advised a large hub airport considering privatizing its ground transportation operations using a long-term concession and lease structure. The proposed concession contemplated selection of an investor-operator through an auction-style process, drawing in part upon experience from Airport Privatization Pilot Program transactions. As part of its work, the Firm drafted a form of concession and lease agreement combining past industry precedents with more recent lessons learned and best practices.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## CHICAGO O'HARE INTERNATIONAL AIRPORT EXPRESS PROJECT

Kaplan Kirsch & Rockwell advised the City of Chicago and the Chicago Infrastructure Trust on procurement and negotiation of a proposed revenue risk airport connector project to link the Loop with O'Hare International Airport. The Firm's work included advising on FAA regulatory issues as well as drafting of a form of agreement incorporating elements of a long-term concession and lease arrangement drawing upon prior City of Chicago experience (including from the proposed Midway Airport concession and lease).

*Team Members Involved: Kaplan Kirsch & Rockwell*



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## HUB AIRPORT LANDSIDE DEVELOPMENT

Kaplan Kirsch & Rockwell is advising a large hub airport on a hybrid public-private partnership / real estate development procurement to develop nearly 100-acres of airport adjacent property.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## CHICAGO O'HARE INTERNATIONAL AIRPORT CAPITAL PROGRAM

Kaplan Kirsch & Rockwell represented the City of Chicago in preparation of environmental documentation for reconstruction and renovation of an entire terminal and gate complex and in related negotiations.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## SOUTHERN NEVADA SUPPLEMENTAL COMMERCIAL AIRPORT DEVELOPMENT

Kaplan Kirsch & Rockwell provides counsel for efforts to plan and develop a second commercial service airport for Las Vegas and southern Nevada, including advising on preparation of environmental documentation, planning, and federal regulatory efforts involving coordination among several federal agencies, providing continuing advice on federal regulatory compliance and airspace protection for both the proposed new airport and for McCarran International Airport (LAS), and providing counsel on federal regulatory compliance for LAS.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## USE AND LEASE AGREEMENT FOR HOUSTON HOBBY AIRPORT TERMINAL PROJECT

Kaplan Kirsch & Rockwell assisted the proprietor in negotiations of a new use-and-lease agreement by which dominant carrier funded, designed, and built new terminal for initiation of international service.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## USE AND LEASE AGREEMENT FOR KANSAS CITY INTERNATIONAL AIRPORT TERMINAL PROJECT

Kaplan Kirsch & Rockwell represented Kansas City International Airport in negotiation of a new use and lease agreement serving as security for new terminal development.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## DULLES GREENWAY CONCESSION

Kaplan Kirsch & Rockwell represented Abertis Infraestructuras S.A. in connection with a bid for a 50% share in Virginia's Dulles Greenway Concession, including regulatory diligence.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## THE OHIO STATE UNIVERSITY COMPREHENSIVE ENERGY MANAGEMENT

Kaplan Kirsch & Rockwell represented a European infrastructure fund in connection with a bid for The Ohio State University Comprehensive Energy Management project.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## AIRGLADES

Kaplan Kirsch & Rockwell represented Hendry County, Florida in its preliminary application and regulatory compliance for participation in the Airport Privatization Pilot Program and in early negotiations with its private partner, Florida Cargo Fresh. The final application, approved in October 2019, is the first approved under the new Airport Investment Partnership Program. Separately, one of our attorneys was also counsel to the County at a prior firm.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## AIRPORT HOTEL DEVELOPMENT

Kaplan Kirsch & Rockwell, and individual attorneys, have advised on airport hotel developments, including at ORD and BOS.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## PR-22 / PR-5 TOLL ROAD CONCESSION AND LEASE

A member of Kaplan Kirsch & Rockwell represented Goldman Sachs Infrastructure Partners and Abertis Infraestructuras S.A. on a bid for, financing, and successful closing of a long-term concession and lease of the PR-22 / PR-5 toll roads in Puerto Rico, and subsequently represented Abertis on its acquisition of a majority stake in the joint venture as well as on operational issues.

*Team Members Involved: Kaplan Kirsch & Rockwell*

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## INDIANAPOLIS METER OPERATIONS 50-YEAR CONTRACT

The ParkIndy team is comprised of Conduent State & Local Solutions along with Indianapolis-based partners to ensure a customized approach and technology tailored to the needs of the City, its businesses, residents, and visitors: Denison Global Parking, a minority owned company whose combined heritage goes back over 80 years of parking qualifications; Evens Time, a woman-owned company serving Indianapolis for 76 years, and Sease Gerig & Associates, an Indianapolis communications and public relations consulting firm with city, state and national clients.

*Team Members Involved: Global Parking System, Inc.*

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## CAPITAL IMPROVEMENT BOARD

As an operating model, the CIB's public purposes are achieved by operating capital facilities, which are an important driver to underlying the economic vitality of historically strong and growing convention, cultural, entertainment and recreational businesses (public and private) serving the public and civic interests and well-being of the State of Indiana and particularly the central Indiana region.

*Team Members Involved: Global Parking System, Inc.*

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## SYRACUSE JOHN HANCOCK INTERNATIONAL AIRPORT GLOBAL/REPUBLIC PARKING MANAGEMENT AND OPERATIONS

Syracuse Hancock International Airport is a joint civil-military airport five miles northeast of downtown Syracuse, in Onondaga County, New York, and 65 miles south of Watertown. The airport is off Interstate 81, near Mattydale, New York.

*Team Members Involved: Global Parking System, Inc.*

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## INDIANAPOLIS AIRPORT AUTHORITY

Our team helped the IAA achieve customer service awards including the J.D. Power Award for Customer Service by providing shuttle service, TNC/taxi ground transportation, ancillary/special services, curbside valet service, premium valet service and working in collaboration as a partner. Our team also provided outstanding employee training and retention as well as vision for the future. The airport was named Best Airport in North America for the years 2008-2018 and won the J.D. Power Award for the years 2012-2019 (ranked #1 in 6 of the last 7 years).

*Team Members Involved: Global Parking System, Inc.*



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## PHOENIX SKY HARBOR INTERNATIONAL AIRPORT

A civil-military public airport 3 miles southeast of downtown Phoenix, in Maricopa County, Arizona, United States. It is Arizona's largest and busiest airport, and among the largest commercial airports in the United States.

- » Provides Daily Parking Management,
- » Event Parking and Employee Parking
- » Ground Transportation Dispatch Services
- » Generates \$90 million in annual revenue
- » This parking facility utilizes APC (Airport Parking Connection) reservation system and yield management system for parking reservations, dynamic pricing and yield management
- » Over \$8,000,000 dollars out of \$10,000,000 in annual airport related revenues is pre-purchased

**Team Members Involved: Global Parking System, Inc. and ACE Parking Management/Operations Partnership**

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## SAN DIEGO INTERNATIONAL AIRPORT

Global/Ace Parking in partnership manages 10,000 airport owned parking stalls over 6 public and employee parking facilities.

- » Provide management of Self, Valet Parking and ancillary wash/detail services
- » Provide employee parking programs including access card management
- » Ground Transportation, dispatch services for taxis, shuttles for hire and TNCs
- » Shuttle operations for all remote parking (31 shuttles)
- » Generates \$40 million annually
- » 2018 awarded the coveted Gold Level Parksmart Certification for the newly constructed Terminal 2 Parking Plaza.

**Team Members Involved: Global Parking System, Inc. and ACE Parking Management/Operations Partnership**

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## JFK INTERNATIONAL AIRPORT, JETBLUE T6/T7 REDEVELOPMENT P3

CHA provided preliminary design engineering to reconstruct and reconfigure all landside access and utilities for replacement of Terminals 6 and 7 for JetBlue at JFK. JetBlue issued a Request for Proposal to four shortlisted teams, and as the lead landside designer, CHA had primary responsibility for developing conceptual designs for all landside elements necessary for the replacement of Terminals 6 and 7. Extensive coordination with airside and terminal design was required to investigate several alternatives and determine the preferred alternative. This team included Vasey Aviation, Fentress Architects, Leigh Fisher, and Hunt Construction.

**Team Members Involved: CHA Consulting, Vasey Aviation, Fentress Architects and AECOM Hunt**

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## WESTCHESTER COUNTY AIRPORT, AIRPORT PRIVATIZATION

CHA provided condition assessments to support a proposal for the privatization of the Westchester County Airport. This work included review of existing documents, field investigations, recommendations and ROM cost estimates for state of good repair and improvements to landside and airside infrastructure, as well as building condition assessments. CHA also coordinated with airport operations and maintenance to gain insight to specific concerns and issues with existing infrastructure and facilities.

**Team Members Involved: CHA Consulting, Vasey Aviation, Fentress Architects and AECOM Hunt**

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## LAGUARDIA INTERNATIONAL AIRPORT, CENTRAL TERMINAL BUILDING P3

CHA served as the lead airside and landside engineer to provide preliminary engineering in support of the development of design concept alternatives to reconstruct and reconfigure all airside facilities in addition to landside access and utilities for replacement of the central terminal building at LaGuardia International Airport. As a member of one of the four shortlisted teams, CHA completed roadway concept designs for multiple terminal options. These efforts included preliminary design, cost estimating, scheduling, and participation in formal collaborative dialogue meetings with the Owner. In addition, CHA led the concept design effort for the central heating and refrigeration plant (CHRP), taxi cab holding garage, and airside improvement plan.

**Team Members Involved: CHA Consulting, Vasey Aviation, Fentress Architects and AECOM Hunt**



# APPENDIX C >>

LAX Tom Bradley International Terminal >> Los Angeles, CA



**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT P3  
HUNT CONSTRUCTION GROUP, INC. LEGAL SUMMARY**

The following is Hunt's list of litigation in excess of \$10 Million over the past 10 years for its Indianapolis Division:

<b>Project Name &amp; Location</b>	<b>Date of Complaint</b>	<b>Parties</b>	<b>Summary of Dispute</b>	<b>Case Number / Jurisdiction</b>	<b>Current Status</b>	<b>Resolution (if resolved)</b>
Brooklyn Arena (a/k/a Barclays Center Arena at Atlantic Yards), Brooklyn, NY	05/23/2013	The Laquila Group, Inc. v. Hunt Construction Group, Inc.	Differing site conditions and loss of efficiency claim submitted by excavation and foundation work subcontractor.	Kings County, NY, Supreme Court Index No. 502732/2013	<b>RESOLVED</b>	After significant pre-trial motion practice, the parties settled at mediation on 02/04/2015 and a Stipulation of Discontinuance was filed with the Court on 02/19/2015.
Fairmont Austin Hotel, Austin, TX	03/07/2017	Hunt Construction Group, Inc. v. Cobb Mechanical Contractors, Inc. & Liberty Mutual Insurance Company	Breach of contract/ injunction action against HVAC/Plumbing subcontractor and its performance bond surety. On 11/02/2018, Liberty filed a Motion for Summary Judgment on Hunt's claims against it, principally arguing that Hunt did not give adequate notice of its intent to retain Brandt to complete Cobb's scope and that Brandt's costs were not reasonable and necessary. Hunt filed its opposition brief on 11/16/2018. On 01/22/2019, the parties agreed to arbitrate all issues in the litigation. On 02/08/2019, the Court issued an order staying all litigation proceedings pending conclusion of the arbitration and dismissing all pending motions without prejudice.	U.S. District Court, Western Division of TX (Austin), Case No. 1:17-CV-00215  <b>"Cobb Arbitration"</b>	<b>PENDING</b> Discovery is on-going. Arbitration was set to commence on 01/23/2020 in Houston, TX. The arbitrator in the Manchester Arbitration below granted Hunt's joinder request directed to Cobb/Liberty, in part, and ruled that Cobb/Liberty be joined as parties in the Manchester Arbitration. As a result, all scheduled dates for the Cobb Arbitration have been cancelled and the Arbitration Panel has been excused.	N/A
Fairmont Austin Hotel, Austin, TX	04/10/2019	Manchester Texas Financial Group, LLC; Manchester Austin, LLC d/b/a Manchester Austin Hotel, LLC, as assignee of Manchester Texas Financial Group, LLC v. Hunt Construction Group, Inc.	Early in the construction process there was a series of severe weather events causing flooding and substantial damage to the foundations and other portions of the Project. Subsequently, additional events of delay occurred [weather, owner changes/ impacts and certain subcontractor performance issues) which resulted in Hunt seeking extensions of the contractual Substantial and Final Completion dates. Manchester's Amended Arbitration Demand contains 8 counts sounding in breach of contract, breach of express and implied warranties, intentional misrepresentation, negligent misrepresentation and fraud. The tort-based claims predominantly relate to	AAA Matter No. 01-19-0001-0301  <b>"Manchester Arbitration"</b>	<b>PENDING</b> On 05/13/2019 Hunt filed its Answer, Counterclaim (against MAH) and Third-Party Claim (against MTFG). In relevant part, Hunt has denied that its conduct was deficient and/or was the root cause of the delay to the Project. Further, Hunt has denied that it was negligent or committed fraud in its dealings with	N/A

			certain alleged promises and representations made by Hunt's representatives regarding: (a) the reasonableness/achievability of the project schedule; (b) the subcontractors' acceptance and "buy-in" to the schedule; (c) Hunt's performance of its project duties/contractual obligations; and (d) the root causes of delay on the Project.		Manchester. On 06/04/2019, Manchester filed a Request for Consolidation/Joinder in the related <i>Hunt v. Cobb</i> and <i>Real Granite v. Hunt</i> matters, which was denied. Discovery is on-going.	
Georgia Street Reconstruction, Indianapolis, IN	10/23/2014	Hunt Construction Group, Inc., as Assignee of the City of Indianapolis v. Crawford, Murphy & Tilly, Inc. ("CMT")	Plans at the project called for aluminum and stainless steel edging in an estimated number of lineal feet. Under the contract, the edging was priced per unit, based on actual quantities installed; however, the unit pricing was based on tonnage, not lineal feet. The Architect (Ratio) and Engineer (CMT) accurately estimated the lineal feet, but grossly underestimated the required tonnage. The City only paid for the estimated quantities, thereby shorting Hunt approximately \$14 Million, which the City refused to pay.	Marion County, IN Superior Court Cause No. 49D06-1410-PL-035068	<b>RESOLVED</b>	The matter was resolved by Settlement Agreement dated 06/23/2016 and dismissed with prejudice by the Court on 06/30/2016.
Hard Rock Stadium Renovations & Roof Addition (a/k/a Miami Dolphins Stadium), Miami, FL	10/11/2016 & 10/18/2016	South Florida Stadium LLC and Hunt Construction Group, Inc. v. Alberici Constructors, Inc. d/b/a Hillsdale Fabricators –AND– Alberici Constructors, Inc. v. Hunt <b>(CONSOLIDATED)</b>	On 10/11/2016, Hunt & the Owner filed a declaratory judgment action ("Dec Action") against rooftop shade canopy steel sub in State Court. Hillsdale had lump sum contract but asserts there had been "cardinal change" in its scope of work and, therefore, Subcontract could be ignored.  Hillsdale filed a 5-Count Complaint on 10/18/2016 against Hunt (breach of contract & cardinal change), the Owner (negligence, breach of warranty, & unjust enrichment), and Owner's Engineer TT (negligence), in excess of \$160 Million ("Damages Action") in Federal Court. That action was voluntarily dismissed without prejudice and re-filed as a Counterclaim to the Dec Action.  Thus, the two actions are now consolidated in one proceeding pending in State Court.	Miami-Dade County, FL 11 <sup>th</sup> Judicial Circuit Court Case No. 2016-026070-CA-01	<b>PENDING</b> On 02/13/2018, the Court conducted a Case Management Conference in the Consolidated Proceeding and issued a new Case Management Order ("CMO"). To accomplish the anticipated discovery before trial, the CMO required 2 weeks of depositions for the next 13 consecutive months (through summer of 2019). Trial is set to begin in February 2020. The parties are engaged in settlement negotiations, and a mediation has been scheduled for 10/21/2019.	N/A
Roche Learning & Development Center, Indianapolis, IN	05/26/2017	Hunt Construction Group, Inc. v. Roche Diagnostic Operations, Inc., et al.	Breach of contract/quantum meruit/misrepresentation of authority/tortious interference with contract/lien foreclosure litigation. Hunt's claim consists of contract balance & COs, unpaid CORs, Hunt's costs for additional work directed by Roche, interest per contract, and compensation for	Marion County, IN Superior Court Cause No. 49D01-1705-MF-021467	<b>PENDING</b> SOM has asserted counterclaims for indemnity, which Hunt has moved to dismiss in part, and which motion remains pending. Hunt	N/A

			delays caused by Roche and/or its Architect, Skidmore, Owings & Merrill ("SOM"). The parties have participated in two unsuccessful mediations, but in the second mediation, Roche agreed to resolve 31 of Hunt's 33 unpaid subcontractors' claims. Roche and SOM both filed motions to dismiss certain of Hunt's claims against them, both of which were denied.		is also moving for summary judgment with respect to Roche's claim to clawback more than \$8 Million paid to Hunt for change order work on the roof. Discovery continues to be on-going, and the parties have recently renewed settlement discussions. Trial is set to 07/06/2020.	
USTA Arthur Ashe Stadium Roof, Substation & Chiller Plant, Flushing Meadows, NY	01/13/2017	Canam Steel Corporation v. Hunt Construction Group, Inc., et al.	<p>Hunt entered into a subcontract with Plaintiff Canam to fabricate the steel for the roof and assist in the design of the roof canopy connections. Significant delays and costs impacts have resulted due to sub's late fabrication and erection of critical steel components. There are many claims, counterclaims, and cross-claims, as follows:</p> <ul style="list-style-type: none"> <li>• Canam sued Hunt for: (1) breach of contract; (2) cardinal change; (3) negligence; and (4) declaratory judgment. Canam seeks \$20,522,000.</li> <li>• Canam also sued Matthew L. Rossetti, Architect, P.C. ("Rossetti") (Project Architect); Derr &amp; Isbell ("Derr") (the steel erector); WSP (a structural engineering subconsultant to Rossetti); and USTA/NTC (the Owner).</li> <li>• Hunt filed an answer and counterclaim denying Canam's claims and asserting that Canam owes Hunt more than \$20 Million.</li> <li>• Rossetti and WSP both asserted cross-claims against Hunt seeking indemnity for Canam's claims against them; Hunt filed answers denying those cross-claims.</li> <li>• Derr filed a cross-claim against Hunt seeking both indemnity for Canam's claims against Derr and \$11,381,000 in damages; Hunt filed an answer denying Derr's cross claim.</li> </ul>	U.S. District Court, Eastern District of NY, Case No. 1:17-cv-00214-RRM-RER	<b>PENDING</b> Case is currently in discovery phase. Status conferences have been scheduled for 10/25/2019 and 11/21/2019. The Court has not yet set a trial date.	N/A