AGREEMENT 1 30721 2 3 THIS AGREEMENT is made and entered, in duplicate, as of March 1, 2008, 4 for reference purposes only, pursuant to a minute order adopted by the City Council of 5 the City of Long Beach, at its meeting held on May 6, 2008, by and between RICONDO & 6 ASSOCIATES, INC., an Illinois corporation ("Consultant") whose business address is 20 N. Clark Street, #1500, Chicago, IL 60602, and the CITY OF LONG BEACH, a municipal 7 8 corporation, whose address is 4100 E. Donald Douglas Drive, Long Beach, California 90808 ("City"). 9

WHEREAS, City requires specialized marketing services requiring unique
skills to be performed in connection with aviation industry financial consulting services
and other related matters (each, individually, a "Project"); and

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

WHEREAS, City desires to have Consultant perform said specialized
services, and Consultant is willing and able to do so on the terms herein; and

WHEREAS, City has entered into purchase order number BPPW08000058
with Consultant and Consultant has provided services to City thereunder, and now the
parties wish to evidence Consultant's further service pursuant to this Agreement;

22 NOW, THEREFORE, in consideration of the mutual terms covenants, and 23 conditions in this Agreement, the parties agree as follows:

24 ||

25

26

27

28

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish services on a "project by project" basis, as requested by City, in accordance with the standards of the profession. The furnished services are more particularly described in the proposal submitted by Consultant in response to City's request for proposals dated December 24,

1

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 Long Beach, CA 90802-4664 C 9 C 7 CA 90802-4664

c:\temp\notes6030c8\00129810.doc

2007. City shall pay for the services as described below, not to exceed \$100,000.00 annually during the term of this Agreement, at the rates shown on Exhibit "A" attached to the Agreement and incorporated by reference. Consultant shall give to City a written estimate of the "not to exceed" amount of fees for each specific project. City may change the scope of the project if the "not to exceed" amount requires reduction.

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

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

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

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 2. TERM. The term of this Agreement shall commence at midnight on 2 March 1, 2008 and shall terminate at 11:59 p.m. on February 28, 2011, unless sooner 3 terminated as provided in this Agreement, or unless the services to be performed 4 hereunder or the Project is completed sooner. City shall have the option to extend the 5 term of this Agreement for two (2) additional terms of two-years each.

COORDINATION AND ORGANIZATION. 3.

Consultant shall coordinate performance hereunder with City's A. representatives. Consultant shall advise and inform City's representatives of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings for the exchange of information.

Β. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee Geoffrey A. Wheeler. City shall have the right, in its sole and absolute discretion, to approve any person proposed by Consultant to replace that key employee, or to terminate this Agreement in the event City does not approve of the proposed replacement employee.

18 4. INDEPENDENT CONTRACTOR. In performing services hereunder. Consultant is and shall act as an independent contractor and not an employee, 19 20 representative, or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar 21 22 services to be performed for others during this Agreement provided, however, that 23 Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from 24 25 Consultant's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and 26 Consultant is not entitled to any of the usual and customary rights, benefits or privileges 27 28 of City employees. Consultant expressly warrants that neither Consultant nor any of

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

1

6

7

8

9

10

11

12

13

14

15

16

Consultant's employees or agents shall represent themselves to be employees or agents
 of City.

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

A. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its officials, employees and agents.

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

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

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

4

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

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

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

11 Prior to the start of performance, Consultant shall deliver to City certificates 12 of insurance and required endorsements for approval as to sufficiency and form. The 13 certificate and endorsements for each insurance policy shall contain the original signature 14 of a person authorized by that insurer to bind coverage on its behalf. In addition. 15 Consultant, shall, within thirty (30) days prior to expiration of the insurance required 16 herein, furnish to City certificates of insurance and endorsements evidencing renewal of 17 such insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's contractors and subcontractors, at any time. Consultant 18 shall make available to City's Risk Manager or designee all books, records and other 19 information relating to the insurance coverage required herein, during normal business 20 21 hours.

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

28

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

The procuring or existence of insurance shall not be construed or deemed

c:\temp\notes6030c8\00129810.doc

as a limitation on liability relating to Consultant's performance or as full performance of or
 compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior approval of City, except that Consultant may with the prior approval of the City Manager or designee, assign any moneys due or to become due the Consultant hereunder. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of the performance required hereunder without the prior approval of the City Manager or designee, nor substitute an approved subcontractor without said prior approval to the substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Consultant, by executing this 19 Agreement, certifies and shall obtain similar certifications from Consultant's employees 20 and approved subcontractors that, at the time Consultant executes this Agreement and 21 for its duration, Consultant does not and will not perform services for any other client 22 which would create a conflict, whether monetary or otherwise, as between the interests of 23 City hereunder and the interests of such other client.

8. MATERIALS. Consultant shall furnish all labor and supervision,
 supplies, material, tools, machinery, equipment, appliances, transportation, and services
 necessary to or used in the performance of Consultant's obligations hereunder.

27 9. OWNERSHIP OF DATA. All materials, information and data 28 prepared, developed, or assembled by Consultant or furnished to Consultant in

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 Long Beach, CA 90802-4664 Long C T T C 90802-4664

3

4

5

6

7

8

9

10

connection with this Agreement, including but not limited to documents, estimates, 2 calculations, studies, maps, graphs, charts, computer disks, computer source 3 documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of City. 4 5 Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to 6 7 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval 8 of City. Said warranty shall survive termination of this Agreement for five (5) years. 9

10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days' prior notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process.

18 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the 19 20 course of services provided hereunder during the term of this Agreement and for five (5) 21 vears following expiration or termination of this Agreement. In addition, Consultant shall 22 keep confidential all information, whether written, oral, or visual, obtained by any means 23 whatsoever in the course of Consultant's performance hereunder for the same period of 24 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for 25 Consultant's own benefit or the benefit of others except for the purpose of this 26 Agreement.

BREACH OF CONFIDENTIALITY. Consultant shall not be liable for 27 12. 28 a breach of confidentiality with respect to Data that:

7

c:\temp\notes6030c8\00129810.doc

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 12 13 14 15 16

1

10

11

Α. Consultant demonstrates Consultant knew prior to the time City disclosed it: or

Is or becomes publicly available without breach of this Β. Agreement by Consultant; or

C. A third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or

> D. Must be disclosed pursuant to subpoena or court order.

13. AMENDMENT. This Agreement shall not be amended, nor any 8 9 provision or breach hereof waived, except in writing signed by the parties which expressly 10 refers to this Agreement.

LAW. This Agreement shall be governed by and construed pursuant 14. to the laws of the State of California (except those provisions of California law pertaining Consultant shall comply with all laws, ordinances, rules and to conflicts of laws). regulations of and obtain such permits, licenses, and certificates required by all federal, 14 state and local governmental authorities. 15

This Agreement constitutes the entire 15. ENTIRE AGREEMENT. 16 understanding between the parties and supersedes all other agreements, oral or written, 17 with respect to the subject matter herein. 18

19 16. INDEMNITY. With respect to services performed hereunder, Consultant shall indemnify and hold harmless City, its Boards, Commissions, and their 20 officials, employees and agents (collectively in this Section "City") from and against any 21 22 and all liability, claims, demands, damage, causes of action, proceedings, penalties, loss, 23 costs, and expenses (including attorney's fees, court costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include allegations and include 24 Claims for property damage, personal injury or death arising in whole or in part from any 25 negligent act or omission of Consultant, its officers, employees, agents, sub-consultants, 26 or anyone under Consultant's control (collectively "Indemnitor"); Consultant's breach of 27 this Agreement; misrepresentation; willful misconduct; and Claims by any employee of 28

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

1

2

3

4

5

6

7

11

12

Indemnitor relating in any way to worker's compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend 2 City and shall continue such defense until the Claim is resolved, whether by settlement. 3 judgment or otherwise. Consultant shall notify City of any claim within ten (10) days. 4 Likewise, City shall notify Consultant of any claim, shall tender the defense of such claim 5 6 to Consultant, and shall assist Consultant, as may be reasonably requested, in such 7 defense.

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

COSTS. If there is any legal proceeding between the parties to 18. enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs (including appeals).

14 19. CHANGES AND EXTRA SERVICES. City may make changes 15 within the general scope of work under this Agreement. Changes shall be in writing and 16 shall state the dollar amount of the change, any adjustment in the time for performance 17 and, when negotiated prices are involved, shall provide for the Consultant's signature 18 indicating acceptance. If Consultant estimates that the change will cause an increase or 19 decrease in the cost or time required for performance, Consultant shall so notify City of 20 that fact. Any notification by Consultant shall be provided within ten (10) calendar days 21 from the date of receipt by Consultant of the change order. In addition, Consultant shall 22 notify City when Consultant identifies a condition which may change the initial scope of 23 work or services. All changes shall be deemed part of this Agreement.

24 20. NONDISCRIMINATION. In connection with performance of this 25 Agreement and subject to applicable rules and regulations, Consultant shall not 26 discriminate against any employee or applicant for employment because of race, religion, 27 national origin, color, age, gender, sexual orientation, AIDS, AIDS related condition, 28 handicap, disability, or Vietnam Era veteran status. Consultant shall ensure that

1

8

9

10

11

applicants are employed, and that employees are treated during their employment, 1 2 without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment 3 advertising, layoff or termination, rates of pay or other forms of compensation, and 4 selection for training, including apprenticeship. It is the policy of City to encourage the 5 participation of Disadvantaged, Minority and Women-owned Business Enterprises in 6 7 City's procurement process, and Consultant agrees to use its best efforts to carry out this 8 policy in the award of all approved subcontracts to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations 9 by subcontractors regarding their status. Consultant shall report to City in May and in 10 December or, in the case of short-term agreements, prior to invoicing for final payment, 11 the names of all sub-consultants engaged by Consultant for this Project and information 12 on whether or not they are a Disadvantaged, Minority or Women-Owned Business 13 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637). 14

15 21. NOTICES. Any notice or approval required hereunder by either 16 party shall be in writing and personally delivered or deposited in the U.S. Postal Service, 17 first class, postage prepaid, addressed to Consultant at the address first stated herein, 18 and to City at 4100 E. Donald Douglas Drive, Long Beach, California 90808 Attn: Airport 19 Bureau Manager. Notice of change of address shall be given in the same manner as 20 stated herein for other notices. Notice shall be deemed given on the date deposited in 21 the mail or on the date personal delivery is made, whichever first occurs.

22 23

24

25

26

27

28

22. COPYRIGHTS AND PATENT RIGHTS.

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

B. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party.

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission, or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of such fee, commission, or other monies.

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

19 25. CONTINUATION. Termination or expiration of this Agreement shall
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
21 16, 18, 22, and 28 prior to termination or expiration of this Agreement, and shall not
22 extinguish any warranties hereunder.

23 26. TAX REPORTING. As required by federal and state law, City is 24 obligated to and will report the payment of compensation to Consultant on Form 1099-25 Misc. Consultant shall be solely responsible for payment of all federal and state taxes 26 resulting from payments under this Agreement. Consultant's Employer Identification 27 Number is 363663903. If Consultant has a Social Security Number rather than an 28 Employer Identification Number, then Consultant shall submit that Social Security

1

2

3

4

5

6

7

8

9

10

Number in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant 2 3 hereunder until Consultant provides one of the aforesaid Numbers.

ADVERTISING. Consultant shall not use the name of City, its 27. officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.

7 AUDIT. City shall have the right at all reasonable times during the 28. 8 term of this Agreement and for a period of five (5) years after termination or expiration of 9 this Agreement to examine, audit, inspect, review, extract information from, and copy all 10 books, records, accounts, and other documents of Consultant relating to this Agreement.

29. NO PECULIAR RISK. Consultant acknowledges and agrees that the services to be performed hereunder do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said services.

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

ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 OFFICE OF THE CITY ALLURINE

1

4

5

6

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

 \parallel

'

 $\|$

//

//

 $\|$

//

//

 $\|$

//

//

c:\temp\notes6030c8\00129810.doc

IN WITNESS WHEREOF, the parties hereto have caused this document to 1 be duly executed with all formalities required by law as of the date first stated herein. 2 3 "Consultant" RICONDO & ASSOCIATES, INC., an Illinois corporation 4 5 6 By: Name 7 Title: ENYOR DEN INK 8 By: Name 9 Title: 10 "City" 11 ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 municipal 12 CITY OF LONG BEACH, а corporation 13 Assistant City Manager 14 By: West Patr 15 City Manager EXECUTED PURSHANS TO SECTION 301 OF THE CITY CHARTER. 16 17 APPROVED AS TO FORM ۰۶ 20 18 ROBERT Attorney 5 19 By ICHARD ANTHONY 20 DEPUTY CITY ATTORNEY 21 22 23 24 25 26 27 28 13 c:\temp\notes6030c8\00129810.doc

EXHIBIT "A"





SI Partners, Inc.











Proposal to Provide AIRPORT FINANCIAL CONSULTING SERVICES

for City of Long Beach for Long Beach Airport

SUBMITTAL DATE January 11, 2008

January 11, 2008

Mr. Malcolm Oscarson Administrative Officer Long Beach Airport 4100 Donald Douglas Drive Long Beach, California 90808

RE: Proposal to Provide Airport Financial Consulting Services to the City of Long Beach for Long Beach Airport

Dear Mr. Oscarson:

Ricondo & Associates, Inc. (R&A), in association with SI Partners, Inc. (SI)—together, the R&A Team—is pleased to submit five copies of our Proposal to provide Airport Financial Consulting Services to the City of Long Beach for improvements at Long Beach Airport. As demonstrated in our submittal, we believe that our understanding of the project and our qualifications and experience make the R&A Team well suited to provide superior financial consulting services to the City. As outlined in the Request for Proposal (RFP), we understand that the R&A Team would be assisting the City with evaluation, financial planning, and funding capability of the proposed Airport terminal and parking structure improvements, as well as its ongoing Capital Improvement Program (CIP) and operating budget.

R&A is a full-service aviation consulting firm that provides the range of services required by airport owners and operators, airlines, and federal and state agencies in financial planning, facilities and operations planning, and environmental planning. SI is a California-based concessions planning firm, certified as a disadvantaged/woman-owned business enterprise (DBE/WBE). SI has developed airport retail concessions programs aimed not only at optimizing revenue potential, but also satisfying all the established goals of the airport operator and the local community. R&A has teamed with SI on successful projects at both Dayton and Los Angeles International Airports.

Our designated project management team has a longstanding reputation for commitment, responsiveness, and excellence. Geoffrey A. Wheeler, our designated Officer-in-Charge, would provide advice and guidance to the R&A Team throughout the contract duration. He would also provide peer review, quality control, and quality assurance services. Mr. Wheeler has 30 years of experience in airport financial consulting and airport planning. The R&A Team's designated Project Manager, Malcolm H. Klein, has 25 years of airport planning and finance experience. SI principals, Susan Schooley and O. B. Schooley, each have 20 years of experience in the aviation industry and have gained industry-wide recognition as experts in developing world-class

Mr. Malcolm Oscarson Long Beach Airport January 11, 2008 Page 2

concession programs. The R&A Team has been involved in numerous financial and general airport consulting projects throughout the country, and also has depth and breadth of additional staff that would be available to assist the City on an as-needed basis.

In accordance with the RFP, I certify that I would serve as the key contact person during your review of our submittal. My contact information is as follows:

Geoffrey A. Wheeler, Senior Vice President Ricondo & Associates, Inc. 36 East Fourth Street, Suite 1206, Cincinnati, Ohio 45202 513-651-4700 (telephone) 513-412-3570 (facsimile) gwheeler@ricondo.com (email)

We appreciate the opportunity to respond to your RFP for these important services and are very interested in assisting the City. We trust that this submittal conveys our knowledge of the issues and our commitment to the City to provide quality services.

Sincerely,

RICONDO & ASSOCIATES, INC.

+ allhul

Geoffrey AdWheeler Senior Vice President

cc: 08-98-0621-01-1170 Read File

N:\LGB\Financial - Jan 08\LGB Financial Cons Svcs - Final.doc

City of Long Beach

Table of Contents	
Section I: Company Profile/General Information	1
Section II: Team Qualifications	2
Section III: Project Approach	13
Section IV: Compensation	
Section V: Litigation Claims	

Section I: Company Profile/General Information



Ricondo & Associates, Inc., is a full-service aviation consulting firm specializing in airport planning for airport owners/operators, federal and state agencies, and airlines. Since its founding in 1989, R&A has been dedicated to solving the challenging problems facing the aviation industry. The firm is owned and operated by its senior officers and has no other business interest except aviation consulting. R&A is an S-Corporation headquartered in Chicago and has additional offices in California (one in Carlsbad and one in San Francisco), Cincinnati, Denver, Miami, Orlando,

Phoenix, San Antonio, the Washington, D.C., area, and Beijing, China. R&A provides technical, strategic, and project management services related to airport facility plans, airport master plans, financial analyses, environmental analyses, feasibility studies, airspace analyses, and airport development programs, either on a project basis or as part of wide-ranging on-call consulting services.

With the exception of periodic requests for assistance from the Federal Aviation Administration (FAA), the Transportation Research Board, airport trade organizations, or occasional airportspecific airline requests for aircraft parking plans, R&A only provides consulting services to airport operators. The firm has no other lines of business and is dedicated to providing airport management with solutions to managing and operating airports.

R&A is organized into three core practice areas to serve the needs of its aviation clients: Financial and Business Planning, Facilities and Operations Planning, and Environmental Planning. Our Financial and Business Planning practice includes the following services:

Financial and Business Planning

- Airline Competition Plans and Benefit/Cost Analyses
- Airline Lease Development and Negotiations
- **Aviation Demand Forecasting**
- **Business Plans**
- Debt Capacity Analyses
- **Financial Management Plans**

- Grant Applications
- Passenger Facility Charge (PFC) Planning • and Implementation
- Rates and Charges Analyses
- **Revenue Bond Feasibility Studies**
- **Revenue Enhancement Analyses** •
- Traffic and Earnings Studies •

As outlined in Section 3 of the RFP, numerous areas of financial consulting services are required for a firm to be considered for this assignment, and R&A has extensive experience in all the areas listed. Appendix A provides a matrix of R&A financial services by client since the inception of our financial practice in 1996 (as requested, the appendices referenced throughout this submittal are bound separately from the Proposal).

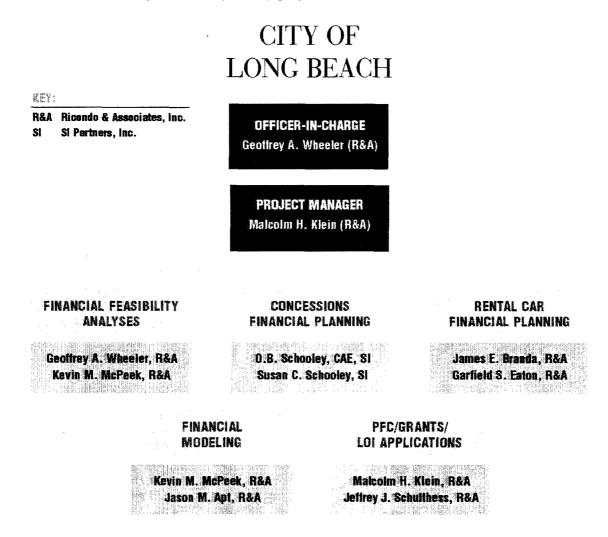
The name and contact information of the R&A Team's representative for this project is:

Geoffrey A. Wheeler Senior Vice President Ricondo & Associates, Inc. 36 East Fourth Street, Suite 1206, Cincinnati, Ohio 45202 513-651-4700 (telephone) / 513-412-3570 (facsimile) / gwheeler@ricondo.com (email)

Section II: Team Qualifications

Key Staff

The R&A Team has identified key staff to participate in providing the requested services based on their expertise and experience in the various technical areas required to complete the work, an understanding of the issues at the Airport, and their availability to commit to the services. R&A's proposed project organization presented below illustrates how the R&A Team would manage the various components of the project and identifies the key staff with responsibility for specific technical planning tasks. Our designated Officer-in-Charge, Geoffrey A. Wheeler, would be responsible for the R&A Team's overall performance and for managing the relationship with the City. Our designated Project Manager, Malcolm H. Klein, would be responsible for oversight of the day-to-day project issues.



A brief summary of the qualifications of these key staff members is provided starting on the following page. Full resumes of these staff are provided in **Appendix B**.

Team Member – Geoffrey A. Wheeler, Senior Vice President (R&A)

Years of Experience - 30 years in the aviation industry

Areas of Specialty – Consolidated rental car facilities, revenue bond feasibility studies, airline agreements and negotiations, PFC implementation, business strategies

Education – Bachelor of Science – Business and Economics, Lehigh University

Experience and Qualifications – Mr. Wheeler, our designated Officer-in-Charge, is R&A's practice area leader for financial and business consulting services. Mr. Wheeler joined R&A in January 1996 following 19 years of experience in aviation management, operations, and consulting. His experience includes employment in a major passenger airline's properties and facilities department, where he was responsible for airline/airport affairs, lease negotiations, rates and charges analyses, and capital budgets. This experience on the "other side of the table" in airline negotiations gives Mr. Wheeler a wider perspective and broader understanding of what it takes to successfully conclude airline negotiations. Mr. Wheeler plays an instrumental role in R&A's airline relations and negotiations services and has advised numerous airport operators on their ability to complete capital programs.

Team Member – Malcolm H. Klein, Director (R&A)

Years of Experience – 25 years in the aviation industry

- Areas of Specialty PFC applications, competition plans, revenue bond feasibility studies, aviation activity forecasts, debt capacity analyses, economic impact studies, and rates and charges analyses
- Education Bachelor of Science Mathematics, Bucknell University; Master of Arts Statistics, Pennsylvania State University; Master of Business Administration – Finance, Miami University (Ohio)
- **Experience and Qualifications** Mr. Klein has participated in airport revenue bond financings totaling approximately \$11.0 billion. He has participated in and led presentations to rating agencies/bond insurers, developed selected financial provisions for bond enabling legislation, and drafted documentation for official statements. Since joining R&A in 2000, Mr. Klein has participated in revenue bond financings for capital improvements at the airports serving Baltimore, Chicago, Cincinnati, Dayton, Jacksonville, Lehigh Valley, Los Angeles, Louisville, Oakland, and Tampa. He has developed forecasts of aviation demand in conjunction with financial, planning, and economic analyses for more than 100 commercial service and general aviation airports nationwide, including Chicago O'Hare, Cincinnati/Northern Kentucky, Denver, and Los Angeles International Airports.

Other members of the R&A Team include the following staff members:

Team Member – Jason M. Apt, Senior Consultant (R&A)

Years of Experience – 6 years in the aviation industry

- Areas of Specialty Site selection studies, facilities requirements, air quality analyses, financial modeling
- Education Bachelor of Science Aviation Business Administration/Airport Management, Embry-Riddle Aeronautical University; Master of Business Administration – Embry-Riddle Aeronautical University

Experience and Qualifications – Mr. Apt joined R&A in 2002 and has worked in support of a variety of airport physical, environmental, and financial planning projects. Mr. Apt was the lead consultant on a benefit-cost analysis for a proposed commercial service airport in Mesquite, Nevada, and supported a benefit-cost analysis for a cross-field taxiway at Phoenix Sky Harbor International Airport. Mr. Apt assisted in the development of a site selection study, cost estimates, and facilities requirements for a new southern Nevada airport, as well as a needs assessment and site selection study for the Southern Nevada Regional Heliport. He also developed peak-hour estimates and facility requirements for a new passenger terminal at McCarran International Airport. Currently, Mr. Apt has been assisting in the preparation of financial feasibility studies in support of bond financings at Los Angeles and Louisville International Airports.

Team Member – James E. Branda Vice President (R&A)

- Years of Experience 14 years in the rental car industry; 9 years in the aviation industry
- Areas of Specialty Development of consolidated rental car facilities, rental car concession agreements and negotiations, customer facility charge (CFC) implementation, rental car concession program business strategies
- Education Bachelor of Arts Political Science, Monmouth College. Juris Doctorate— Washburn University School of Law
- **Experience and Qualifications** Mr. Branda is R&A's practice area leader for rental car consulting services. He joined R&A in 2007, following 8 years leading the rental car consulting practice at another aviation management consulting firm. Previously, for 14 years, he led Budget Rent A Car's worldwide properties and facilities division. Mr. Branda is an industry leader in the development and implementation of rental car concession programs, as well as business and financial planning for consolidated rental car facilities, having assisted with more than half of the consolidated facilities now in development or operation in the United States.

Team Member – Garfield S. Eaton, Senior Vice President (R&A)

- **Years of Experience** 18 years in the aviation industry
- Areas of Specialty CIP/Financial Feasibility Analysis, Rates and Charges, Rental Car Financial Planning, Forecasting
- Education Bachelor of Science Civil Engineering, Michigan State University
- **Experience and Qualifications** Mr. Eaton has a diverse background, with experience primarily in airport financial consulting, including revenue bond feasibility studies, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and development of PFC applications and strategies. Mr. Eaton's financial analysis capabilities, in particular, have been instrumental in assisting airport operators with successful implementation of their capital improvement programs. As part of these financings, Mr. Eaton reviewed and evaluated options for funding major capital improvement programs, examined alternative financing scenarios, and assessed the financial effects of capital programs on airline rates and charges, airport cash flow, and rate covenants.

Team Member – Kevin M. McPeek, Managing Consultant (R&A)

Years of Experience - 10 years in the aviation industry

- Areas of Specialty Airport financial analyses, airport capital planning
- Education Bachelor of Arts Economics, Miami University (Ohio); Bachelor of Arts Diplomacy and Foreign Affairs, Miami University (Ohio)
- **Experience and Qualifications** Mr. McPeek joined R&A in 2005 with 8 years of experience in airport consulting. He has conducted financial feasibility analyses for improvements to be financed with revenue bonds at Detroit Metropolitan Wayne County Airport, Okaloosa Regional Airport, and Oakland International Airport. His financial consulting experience includes preparing PFC applications and amendments, developing and participating in the negotiation of airline rates and charges, financial feasibility analyses for major capital projects, and rental car CFC analyses. Mr. McPeek was the lead aviation planner on airport master plans wherein the need for major airfield development projects was identified, and he was instrumental in developing cash flow analyses and benefit-cost analyses examining the financial feasibility of those projects.

Team Member – O.B. Schooley, Principal, CAE (SI)

Years of Experience – 20 years in the aviation industry

- Areas of Specialty Airport concession planning and development; airport management and operations, financial feasibility studies
- Education Bachelor of Arts Business Administration and Accounting, California State University; Executive Degree, Management, University of California
- **Experience and Qualifications** Over the years, Mr. Schooley has developed extensive experience in developing successful concessions plans for large-, medium- and small-hub airports. He is well versed in leasing and contracting issues and has experience in evaluating management approaches. In addition, he is able to assess retail infrastructure requirements and construction phasing plans. Mr. Schooley has in-depth knowledge of airport concessions, airfield, terminal, ground transportation, automobile parking, cargo, finance, and administrative issues.

Team Member – Susan C. Schooley, Principal (SI)

Years of Experience – 20 years in the aviation industry

- Areas of Specialty Concessions planning, financial analysis and feasibility studies, cost/benefit and net present value analyses, and rates and charges studies
- **Education** Bachelor of Science in Commerce Political Science and Accounting, DePaul University; Master of Business Administration – Finance, DePaul University; Post-graduate work, Northwestern University, Real Estate Finance
- **Experience and Qualifications** Ms. Schooley is considered one of the industry's leaders in airport concessions planning. She is credited for developing the "UF analysis" (space utilization factor analysis), a quantitative approach to programming retail space in an airport. Ms. Schooley has conducted workshops for local retail operators, including sessions on proposal writing and understanding retailing in airports. Ms. Schooley has addressed all aspects of financial and retail planning including developing comprehensive concession plans to achieve revenue optimization, both to the airport and concessionaires.

Team Member – Jeffrey J. Schulthess, Director (R&A)

Years of Experience – 14 years in the aviation industry

- Areas of Specialty Airline lease negotiation/development assistance, airport capital program financial feasibility analyses, benefit-cost analyses, aviation activity forecasting
- Education Bachelor of Science Aviation Management, The Ohio State University; Master of Business Administration, Northern Illinois University
- **Experience and Qualifications** Mr. Schulthess joined R&A in 2002 following 9 years of combined experience as a properties manager and operations analyst with a major airline and as an airport planner with another nationally recognized airport consulting firm. For numerous R&A clients, Mr. Schulthess has provided a full-range of financial consulting services, including airline rates and charges analyses, capital program feasibility analyses, airline use and lease agreement/other airport tenant negotiations, aviation activity forecasts, capital benefit-cost analyses, and financial feasibility analyses in support of revenue bond issuances.

Additional information regarding key staff members designated to assist the City, their anticipated roles and availability with respect to this engagement, and their respective current clients is summarized in Table II-1 below:

Table II-1

Name	Proposed Role	Availability	Current Clients
Geoffrey A. Wheeler, R&A	Officer-in-Charge	15%	Hawaii, Jackson, New Orleans
	Financial Feasibility Analyses		Rhode Island, Savannah
Malcolm H. Klein, R&A	Project Manager	25%	Burbank, Dayton, Denver,
	PFC/Grant/LOI Applications		Las Vegas, Shreveport
Jason M. Apt, R&A	Financial Modeling	25%	and the second
James E. Branda, R&A	Rental Car Financial Planning	15%	Oakland, Orlando, San Jose,
Garfield S. Eaton, R&A	Rental Car Financial Planning	20%	Chicago, Los Angeles, Oakland
Kevin M. McPeek, R&A	Financial Modeling	20%	Detroit, Jackson, Jacksonville,
	Financial Feasibility Analyses		Oakland, Rhode Island
O.B. Schooley, CAE, SI	Concessions Financial Planning	15%	Nashville, Phoenix, Portland
Susan C. Schooley, SI	Concessions Financial Planning	20%	Nashville, Phoenix, Portland
Jeffrey J. Schulthess, R&A	PFC/Grant/LOI Applications	15%	Columbus, Detroit, Hawaii, New Orleans, Salt Lake City

Regulatory Actions

Mr. Wheeler and Mr. Eaton have assisted certain airport clients with their litigation matters; however, no regulatory actions have been taken or are pending on any staff member of R&A or SI, now or in the past.

Relevant Project Experience

R&A's recent and ongoing experience on the following projects is most comparable to the tasks identified in the RFP:

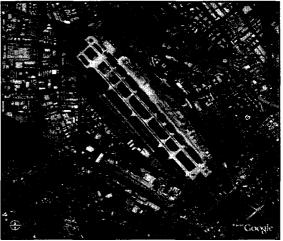
- Financial Feasibility Consulting Services for Mineta San Jose International Airport (San Jose, California)
- General Financial Services for Oakland International Airport (Oakland, California)
- General Financial Services for T.F. Green Airport (Providence, Rhode Island)

These projects are described in detail below and relate to the types of services that are expected to be required for Long Beach Airport. References for clients that can be contacted on each of these projects are indicated.

Project Title:	Financial Feasibility Consulting Services				
Airport:	Mineta San Jose Internatio	v			
Client:	City of San Jose				
Contract Amount:	\$950,000				
Start/End Dates:	2005/Ongoing				
Client Reference:	Ms. Terri Gomes, Director				
	of Finance • 408-501-7638				

Description: In 2005, R&A was selected to assist the City of San Jose's Airport Department with a full range of financial planning services. R&A completed a variety of tasks that were instrumental to the development of the airport's future capital program.

As part of this contract, R&A developed aviation activity forecasts for use in both facility and financial planning. In developing baseline activity



forecasts, R&A examined (1) national and local trends, including local demographic trends (i.e., population, employment, per capita income, total jobs), enplanement trends at San Francisco Bay Area airports, airline financial conditions, general fleet mix trends, and relative growth in activity at the airport compared to overall Bay Area growth and (2) available aviation activity forecasts for Mineta San Jose International Airport, including the FAA's *Terminal Area Forecast* (TAF) and aviation demand forecasts prepared as part of the airport's 1995 Master Plan.

R&A also assessed the airport's financing capacity. It was determined that the airport enterprise could fund \$1.2 billion to \$1.5 billion of projects based on current aviation activity forecasts, grant and PFC funding assumptions, revenue and expense projections, and reasonable airline rates and charges. The airport's Master Plan, which was developed during the Bay Area's high-technology boom (and prior to September 11, 2001), incorporated approximately \$4.5 billion of future projects, including a new central terminal, a public parking garage, and a two-level roadway. The shortfall between Master Plan project costs and available funding projected in the financing capacity analysis spurred efforts by the Department to work with airport tenants and City leaders to revise the airport development plan.

City of Long Beach

R&A developed a detailed financial model incorporating assumptions regarding eligible funding sources, financing requirements, and projections of operating expenses and nonairline revenues through Fiscal Year 2016 (ending June 30). The projections were based on a review of historical financial performance, estimated annual inflationary effects, forecast aviation activity, discussions with Department staff, and the financial effects of undertaking alternative airport development scenarios. The model allowed the Department to assess the effects of various development scenarios on key financial measures, including airline rates and charges and debt service coverage.

R&A assisted in organizing and facilitating a planning workshop with airport staff, airlines serving the airport, City leaders, and other aviation consultants to identify the major challenges associated with implementing the projects in the airport Master Plan, collectively select the best strategies to resolve the identified challenges, develop consensus among key stakeholders on the preferred strategies, and develop a financial/business plan for the airport.

Following the airport planning workshop, R&A assisted the Department in creating a recommended airport development scenario and financial plan. The recommended plan was presented to the airlines serving the airport, the Airport Commission, and the City Council. The airlines expressed support for the first phase of the development plan (projects coming online by FY 2010) and City Council members unanimously approved the revised plan.

R&A assisted the Department with airline lease negotiations, which resulted in the execution of an airline agreement incorporating common-use facilities with aggressive evaluation provisions that will accommodate aviation demand during the terminal expansion program. In 2007, R&A prepared a feasibility report that was included as an appendix to the Official Statement that was issued in August supporting a bond issuance of approximately \$725 million to support the airport development plan.

Project Title:	General Financial Services
Airport:	Oakland International Airport
Client:	Port of Oakland
Contract Amount:	\$494,000 (covering several contracts)
Start/End Dates:	1996/Ongoing

Client Reference: Mr. Douglas Waring, Deputy Executive Director, Finance • 510-627-1100 **Description:** In 1996, R&A was retained as the lead feasibility consultant for the preparation of financial feasibility reports supporting the Port of Oakland's planned revenue bond issuances to fund its \$2.1 billion capital program. In this role, R&A prepared the feasibility analyses for aviation activity and financial forecasts for the Port as a whole, while also directing the efforts of the marine and real estate feasibility consultants. The first feasibility report was included as an appendix to the Official Statement issued in January 1997 supporting a bond issuance of additional \$400 million of revenue bonds in March 2000. R&A also served as the lead feasibility consultant on feasibility reports for the issuance of \$620 million in revenue bonds in July 2002, and the issuance of \$503 million in intermediate lien refunding revenue bonds in October 2007.

City of Long Beach

Over the years, R&A has also maintained the integrity of a detailed financial model to assist the Port of Oakland with a steady review of the impacts of capital program scheduling and cost changes on overall Port cash flow and on specific airline rates and charges. This review and updating process required continuing coordination with the finance team, the airlines, the airline consultants, and the operating divisions of the Port.

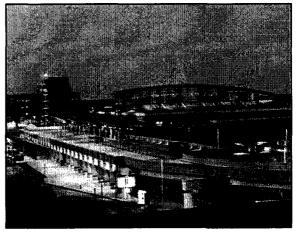
R&A has continued to assist the Port with further financial analyses, additional planned bond feasibility reports, airline negotiations, rates and charges updates, and other financial matters. R&A is currently preparing a preliminary feasibility analysis to assess the viability of a \$2.1 billion Portwide development plan that includes major aviation projects, such as the construction of a public and rental car parking garage and a new passenger terminal building. As part of this analysis, R&A is assisting the Port in developing a feasible development plan with respect to both the Port's financing capacity and the impact to the airline rate base. In addition, R&A will examine alternative sensitivity scenarios in which the garage project is excluded, alternative project delivery methodologies are implemented, passenger activity growth is different than in R&A's baseline projections, and alternative airline rate-making methodologies that incorporate recent trends in the industry are pursued.

Project Title:	General Financial Services
Airport:	T.F. Green Airport
Client:	Rhode Island Airport Corporation
Contract Amount:	\$413,897 (covering several contracts)
Start/End Dates:	2002/Ongoing
Client Reference:	Mr. Brian Schattle, Chief Financial Officer • 401-737-4000

Description: The Rhode Island Airport Corporation (RIAC) retained R&A to serve as its airport

consultant in January 2002. Initially, R&A evaluated the funding and feasibility of RIAC's capital program in light of the events of September 11, 2001. R&A constructed a comprehensive airport financial model to assess the effects of changes in the funding, timing, and scope of the capital program and to finalize a program for fiscal year 2002.

In addition, R&A's financial and ground transportation consultants assisted RIAC with a review of its public parking programs, development of a rate structure, and development and implementation of a marketing plan to maintain the airport's share of revenue in a market with many off-airport competitors.



In the airport's service area, off-airport parking operators compete vigorously with parking facilities at the airport, and R&A developed plans for revamping the airport's parking system in the event that RIAC were able to purchase a certain off-airport operator's facility. R&A assisted RIAC with valuing that facility and worked with RIAC to determine various return-on-investment scenarios, based on numerous options for acquisition.

R&A's ongoing efforts for RIAC include developing project funding strategies, airline rates and charges strategies to obtain airline approval of capital projects, PFC applications, a feasibility report to support the issuance of Series 2005 general airport revenue bonds, and the second and third competition plans for this "Covered Airport" for review by the FAA.

R&A's contract with RIAC was renewed in 2006 for an additional 3-year period. Since then, R&A has assisted RIAC with a feasibility report to support the summer 2006 issuance of Series 2006 CFC-backed revenue bonds and the offering of a third-party loan (under the Transportation Infrastructure Finance and Innovation Act of 1998) for construction of an intermodal facility that will include rental car facilities, an Amtrak station, a commuter rail station, a bus terminal, and public parking connected to the airport terminal building by a moving walkway.

Additionally, R&A prepared amendments to all RIAC PFC applications, prepared a new PFC application to increase the PFC level at this medium-hub airport to \$4.50, and has provided expert witness testimony regarding the establishment of public parking rates and operation of the airport's parking system.

R&A continues to assist RIAC with capital project funding analyses, revenue studies, and general business issues.

Quality of Work and Timely Performance

R&A's mission is to ensure that all of our deliverable products are of the highest quality. Our products begin with the people we hire. R&A retains only the best in their fields and continually requires professional staff to participate in industry committees, conferences, and presentations to keep abreast of industry practices. Personnel are only assigned to engagements if they have the appropriate expertise as well as adequate availability to see each project through to completion.

R&A's officers take a hands-on approach to all client engagements. All products produced by R&A and sent to our clients, potential clients, regulatory agencies, or other firms must first be reviewed and explicitly approved by the Officer-in-Charge and the Project Manager. Because all reviews address both content and form, if either the Project Manager or Officer-in-Charge is unable to physically review the product, an alternate Officer or senior staff member is designated to conduct that review. This ensures that each deliverable is reviewed independently by at least two people.

Another element of our management approach is attention to detail and quality control. It has been our experience that attention to quality control is the most important factor in the development of successful planning documents, especially as it pertains to: (1) following FAA guidelines and processes, (2) completion of the technical analyses, (3) documentation, and (4) public involvement and agency coordination programs. Strict adherence to FAA guidelines is critical in preventing delays that could occur if procedures are omitted or delayed. The thoroughness and accuracy of the technical analyses, as well as the quality and conciseness of the documentation, are necessary to ensure the credibility of the document and analyses, and to clearly present the identification and evaluation of alternatives and their potential impacts. To address the City's need for completing the project in a timely manner, we have prepared a Proposed Project Schedule, which is provided below. The schedule was prepared assuming that, following a notice-to-proceed, the City would make available (1) preliminary project cost estimates and potential funding sources, (2) current Airport revenue and expenses projections, (3) the Airport's current CIP, (4) 5-year Operating and CIP cash flow, and (5) previous revenue concession studies and passenger activity forecasts to support the financial analyses.

				MON	THS	FOLL	.OW IN	G NOT	ICE	TO I	PROC	EED		_
AS	K TASK DESCRIPTION	1		2	3	4	5	6		7	8	9		10
1.	Preliminary Financial Analysis													
	1a. Initial Documentation of Findings								;		 :			
	1b. Sensitivity Analysis		:						:					
	1c. Risks and Mitigation Alternatives							2			: :			
	1d. Reports and Findings to City													
2.	Project Financial Plan													
	2a-c. Recommended Financial Plan to Airport								Joseph I. Bar					
	2d. Sensitivity Analysis												:	
	2e. Reports and Findings to City				:								:	
3.	Financial Plan Updates (If required)			Sch	ociule	s Bel	ow al i	he Dis	oret	ian o	f the i	Chy		
	3a-c. Recommended Financial Plan to Airport		: :		-			ţ						
	3d. Sensitivity Analysis		:	• • • •										
	3e. Reports and Findings to City			4 3.489 60 W ² 65 65 6		0.000000	- > <\$00046404.4.4.4 :				in 140actino - Bas I I I			
4.	PFC Collection Level Increase (if required)								-		-		:	
	4a. Prepare and Conduct Air Carrier Meeting							1						
	4b. PFC Application to FAA						×]						
											· · · · · · · · · · · · · · · · · · ·			
	4c. PFC Implementation Work Plan											+		

🔆 🗛 Review

We estimate that we would be able to complete the preliminary financial analysis (Task 1) within a 60- to 90-day timeframe following notice-to-proceed and would complete the project financing plan (Task 2) 2 months thereafter, a total of 5 months from notice-to-proceed. Schedules for Tasks 3 and 4 would be at the discretion of the City and are presented as potential timeframes for completion. We recognize, however, that the City may wish to move more quickly, and we have additional resources from which to draw to meet accelerated schedule requirements if required.

It should be recognized, however, that certain factors beyond the control of the R&A Team could play a role in extending this schedule. In analyzing the financial feasibility of the project, certain analysis components may need to be refined (e.g., the cost of the projects, the CIP). The R&A Team would alert the City to any potential challenges to the project schedule early on in the process to mitigate those challenges as much as possible.

Additional Available Resources

In addition to the R&A Team's human resources and traditional computing equipment, this effort would be enhanced through the use of several technologies and tools that R&A typically employs in project management and coordination:

- 1. Telephone and/or Web-Enabled Collaboration: R&A routinely coordinates team meetings and communications between our firm and others. In instances where immediate coordination needs preclude travel or where travel costs are not justified, we schedule telephone conferences or web-enabled conferences. We regularly hold teleconferences for internal coordination on our planning projects and companywide administration, and we use web-enabled conferencing to demonstrate work efforts to clients and others within the R&A Team.
- 2. Web-Based File Sharing and Collaboration. R&A has used a variety of project information exchange mechanisms. One exchange mechanism is a web-based file sharing service, which is used to post information and exchange information between and among team members and clients. This sophisticated password-protected system requires substantial support from R&A's Information Technology department, but is robust for fast-paced, memory-intensive projects. In addition to ensuring a highly secure environment, it provides email notification of file postings and updates and keeps track of all accesses and file actions. Additionally, R&A maintains a secure ftp site to post and exchange information and notify team members when new updates are available.

Subconsultant Staff

SI Partners, Inc. is a California-based certified DBE/WBE-specializing in concessions planning. The firm's principals, Susan Schooley and O. B. Schooley, each have 20 years of experience in the aviation industry and have gained industrywide recognition as experts in developing world-class concession programs that are based on sound business principles, while reflecting the unique local culture of the community through creative designs and themes. Through its extensive experience, SI has developed airport retail concessions programs aimed not only at optimizing

experience, SI has developed airport retail concessions programs aimed not only at optimizing revenue potential, but also at satisfying all of the established airport and local community goals. The firm's approach to airport retail planning is entrepreneurial in nature.

R&A has successfully teamed with SI on projects at both Dayton and Los Angeles International Airports. For Los Angeles International Airport, SI assisted R&A by conducting an analysis of the concessions quality assurance and quality control, which included an analysis of branding, pricing, and overall concessionaires' approach to providing service for air travelers. For Dayton International Airport, SI prepared cash flow analyses of concept plans proposed by Paradies and HMS Host.

Section III: Project Approach

Underlying Philosophy

R&A's financial practice is based on the premise that the best approach to helping airport operators solve problems is to provide sound, objective technical advice, research, and analysis. We believe that our success is attributable to our ability to (1) provide timely service; (2) develop and present thorough and credible financial analyses; (3) work constructively as a member of the client's team, and (4) recommend creative strategies and technically sound alternatives for consideration in structuring financial plans and financings.

Our approach is to work closely with key members of airport staff in a collaborative manner. We listen to our clients' suggestions during the course of our work and are flexible in adapting the work plan to better fit the needs of our clients. Agreed-upon objectives and goals are achieved efficiently, with sensitivity to cost and schedule.

In providing the requested services, we would work jointly with the City and its project team as both a member of the project team and as an extension of Airport staff. We leverage your knowledge of your business and operating environment with our national and southern California regional airport experience and problem-solving capabilities to formulate implementable financial solutions. We believe that our approach would result in the delivery of expeditious, cost-effective, and valuable financial consulting services that would lead to the successful financing and construction of your project on your schedule.

In addition to the scope of work detailed in the City's RFP, R&A recommends that a debt capacity analysis be undertaken early on in the process to arrive at a general order-of-magnitude of project costs that the Airport enterprise can afford to undertake without additional contributions or support from the City. This analysis can be used as a general guide throughout the planning process when developing and evaluating alternatives and in determining projects that may need to be re-phased or deferred in the preliminary phasing plan until appropriate funding sources can be identified.

A debt capacity analysis primarily focuses on a particular year; however, multiple years can also be examined to give an understanding of the Airport's debt capacity both before and after implementation of the capital program. Incorporating assumptions regarding the Airport's revenue and expense streams, anticipated funding sources (i.e., federal grants, PFC revenues, CFC revenues, bond revenue, etc.), and desired airline costs, a debt capacity framework can help identify whether the capital program's annual financial requirements can be supported. This type of analysis serves to limit the financial exposure of the Airport and creates an environment in which Airport management and the planners/designers/architects can, if necessary, develop a capital program that is financially viable.

In addition, as referenced in the Scope of Work included in the RFP, it may be necessary to explore alternative rates and charges methodologies to support the capital program. While we are not currently familiar with the details or term of the current business relationship between the City and the airlines, R&A would assist Airport staff in analyzing and evaluating alternative rate-setting methodologies and their effects on airline costs and the overall feasibility of the capital

City of Long Beach

program. In measuring the financial feasibility of alternatives, the primary criteria would include specific airline rates and charges, costs per enplaned passenger, Airport cash flow, and debt service coverage. If the airlines are operating on the basis of a monthly or an annual permit, it should be somewhat easier to make changes to the airline business deal should the current arrangement not produce sufficient revenues to proportionately fund the improvements.

Major Financial Challenges

Over the last decade, the financial environment in which U.S. airports have been operating has been challenging. Given the current financial instability of the airlines and the return of increasing passenger activity, airport operators are challenged with implementing capacity and basic infrastructure improvements for aging facilities and the associated costs. In California, the operators of several airports, including those in Burbank, Los Angeles, Oakland, Sacramento, San Jose, and elsewhere, are faced with older terminal facilities that were constructed as early as the 1960s and are now in need of updating and expansion. At the same time, the airlines are focusing on reducing debt and costs, including airport fees and charges. These often opposing goals require airport operators and airlines to work together to find ways to implement needed airport improvements, while minimizing airline costs.

The City faces many of the same challenges. The City is about to undertake terminal improvement and parking garage development, which will position the Airport to meet it's the region's aviation needs well into the future. Throughout the process, the City will face a number of financial challenges to ensure that the Airport remains financially self-sufficient, including:

- Noise Ordinance Limitations (Ordinance) The new terminal development program will provide the Airport with the needed capacity to accommodate up to 4.2 million annual passengers, which is the projected number of total passengers assuming the minimum permitted commercial and commuter flights under the Ordinance. Assuming that Airport traffic continues to grow at levels similar to those projected by the FAA, the Airport's annual passenger total would reach 4.2 million sometime around 2020. If the Airport's permitted flights under the Ordinance remain at their current levels, Airport activity could theoretically be "capped" at that time, thereby also capping or minimizing growth in passenger-related revenues (concessions, parking, rental car, etc.) and airport funding sources (i.e., PFC revenues, CFC revenues, and federal entitlement grants). As a result of these potential constraints, it will be important for the City to examine various sensitivity analyses to ensure that the Airport can remain financially viable well after the proposed terminal and parking garage improvements are constructed and operational. R&A has extensive experience assisting airport operators in developing viable financial plans within a constrained environment, most recently the Port of Oakland, for which we prepared a bond feasibility study for the Port's Series 2007 bonds. The number of enplaned passengers at Oakland International Airport was projected to be capped at 18 million per year due to potential terminal gate capacity limitations.
- Escalating Construction Costs Throughout the United States, construction and material costs have been increasing at unprecedented rates over the last several years due to higher demand for steel in China, natural disasters such as Hurricane Katrina, and increased fuel and oil costs. In particular, construction costs for parking garages have increased at even higher rates than for other airport facilities. As a result, airport

operators are having the reevaluate financial feasibility, downsize the scope of projects, or, in some cases, postpone the construction of certain facilities until demand warrants or the project is financially viable. Again, R&A has extensive experience in helping airport operators deal with construction cost increases, particularly as they relate to public and/or consolidated rental car parking garages, including experience at the airports serving Oakland, Nashville, Providence, San Diego, San Jose, and Seattle, among others.

• Airline Costs – Today, the Airport has minimal debt and, as a result, low airline costs. As the City issues new debt to fund the proposed terminal and parking garage, the financial plan must identify the means to maintain reasonable airline costs relative to the Airport's peers and other competing airports in the region. It will be important to examine in the financial analysis all options for minimizing airline costs while maintaining overall project feasibility, including maximizing available funding sources, enhancing nonairline revenues, and examining alternative rate-setting methodologies.

R&A specializes in assisting airport operators develop strategies for financially undertaking CIPs identified in airport development plans. Our CIP planning helps provide a framework for an airport operator to use as it proceeds with future development. R&A identifies specific funding sources; identifies eligibility levels; develops a preferred strategy for use of PFC revenues and other funding sources; and identifies bonding requirements, in terms of amounts and timing. These financial plans can either focus on the feasibility of a group of projects, or alternatively, on the feasibility of a single project. The overall feasibility of the plan is measured by specific airline rates and charges; airline costs per enplaned passenger; airport cash flow; return on investment; and the ability of the airport enterprise to meet the requirements of its bond enabling legislation.

Alternative Revenue Sources

As mentioned above, to ensure and enhance the feasibility of the overall capital project, the City will want to consider any and all alternative revenue sources that could be used to fund the project costs directly or to minimize the impacts on airline rates and charges. Alternative revenue sources that the City may want to consider include, but are not limited to:

- Increased PFC Revenues Although it is not certain, it is widely expected that the House and Senate's conference committee will produce a bill allowing the PFC collection limit to be increased beyond the current maximum of \$4.50 per qualifying passenger. Sensitivity analyses should be conducted to determine the financial feasibility of the capital program and the City's recommended strategy if the PFC level were increased beyond \$4.50.
- CFC Revenues R&A is very familiar with the State of California's legislation governing the imposition of CFCs in the State. The California Civil Code, Section 1936 (a) and (m), permits airport operators to impose and collect from rental car customers a CFC in the amount of \$10.00 per rental car contract. As such, it is important that all eligible project costs be identified along with various strategies for maximizing the use of the Airport's CFC revenues. The City should also consider implementing a CFC as soon as possible during the planning and design phase of the parking garage to prefund construction costs with CFC revenues.

- **Parking Revenues** The City will want to examine projected parking revenues after the parking garage is operational. The appropriateness of the parking rates needed to cover future debt service on the garage versus the rates that the market will bear without adversely affecting Airport parking demand will need to be determined.
- Terminal Concession Revenues The City's Airport Terminal Development Program outlines a general plan for overall space requirements and general concession locations pre- and post-security. The improved concession program within the new terminal will provide the opportunity to improve the Airport's concession revenue stream. As such, it will be important to examine the projected revenue impacts of new and improved terminal concessions. R&A's Team includes SI, a California firm that is nationally respected for its work in concession planning and development at airports.

Uniqueness of Approach

At R&A, we pride ourselves on developing financially feasible and implementable capital programs for our airport clients that meet their short- and long-term goals and objectives. We often undertake debt capacity analyses to assess the overall affordability of a program. In the event that it is determined that an airport's capital program is not affordable or feasible, we are not afraid to say so. We then strive to assist our clients in identifying all possible means for making a program work, from cutting portions of projects or deferring certain capital costs to examining alternative rate-setting methodologies or identifying alternative funding sources.

R&A is also the industry leader in assisting our California clients with developing and implementing customer facility charges for common-use rental car facilities and common-use transportation modes. Mr. Branda, our designated Task Leader for Rental Car Financial Planning, was an integral part of the effort at Mineta San Jose international Airport to convince the State Legislature to implement the first CFC statute in California. In addition, R&A is currently working with the operators of several California airports (in Los Angeles, Oakland, San Diego, and San Jose) that are asking the Legislature to change certain aspects of the State statute. Since the statute currently requires the airport operator to be the entity that actually imposes the CFC, airport operators must convince their respective City Councils/Boards of Commissioners to implement the fee. We have assisted our clients in developing the strategy and process to implement a CFC, and understand the types of information needs and motivations of city council and airport board members.

Other Relevant Information

R&A is experienced in, and understands the importance of, developing short, succinct reports that summarize key findings of detailed financial analyses. R&A frequently creates executive summary reports and presentations that clients use to communicate the findings of analyses to key decision-makers, stakeholders, and the public. These reports and presentations are tailored to the specific needs of the client based on the intended audience and are intended to provide decision-makers with the data necessary to make informed decisions. R&A places great importance on effective and efficient communication of the assumptions, methodologies, sensitivity scenarios, and results of our financial analyses. In many cases, effective communication of study findings and the ability to succinctly address the questions of key stakeholders are as important to the success of a project as the results themselves.

Section IV: Compensation

P&A Team Billable Hourly Pate Schedule

A compensation schedule with total estimated hours and cost per task/deliverable in accordance with Section 4 of the RFP is provided in **Appendix C** (**Table C-1**). As outlined in the RFP, Task 1: Preliminary Financial Analysis and Task 2: Project Financial Plan would be included in the scope of work; Task 3: Financial Plan Updates and Task 4: PFC Collection Level Increase would be included in the scope at the discretion of the City. As a result, we have provided individual hours and cost totals per task/deliverable, as well as the combined hours and cost totals, for Tasks 1 and 2 only.

As shown in Table C-1, we estimate that Tasks 1 and 2 can be completed at a combined not-toexceed cost of \$82,900, including out-of-pocket expenses without mark-up. If, at the discretion of the City, Task 3 or Task 4 is requested to be added to the scope of work, we would then discuss with the City the detailed level of effort required for each task and refine the cost estimates accordingly. However, based on our experience and professional judgment, we do not expect the cost estimates for these two tasks to deviate significantly from those presented in Table C-1.

As also requested, **Table IV-1** below provides a billable hourly rate schedule for all individuals designated to assist on this project.

Assigned Staff	Firm Title		Hourly Rate (\$)				
Geoffrey A. Wheeler	R&A	Officer	255				
Malcolm H. Klein	R&A	Director	220				
Jason M. Apt	R&A	Senior Consultant	150				
James E. Branda	R&A	Officer	255				
Garfield S. Eaton	R&A	Officer	255				
Kevin M. McPeek	R&A	Managing Consultant	185				
O.B. Schooley, CAE	SI	Principal	210				
Susan C. Schooley	SI	Principal	210				
Jeffrey J. Schulthess	R&A	Director	220				
TBD	R&A	Consultant	115				
TBD	R&A	Support	95				

Table IV-1

Section V: Litigation Claims

Ricondo & Associates, Inc. and SI Partners, Inc. each attest that neither firm nor any of its members have now or in the past been:

- A debtor in bankruptcy;
- A defendant in a legal action for deficient performance under a contract or violation of a statute;
- A respondent in an administrative action for deficient performance on a project or violation of a statute;
- A defendant in a criminal action;
- A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability;
- A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

Appendix A

R&A Financial Experience Matrix

FINANCIA

R&A REPRESEN

EXPERIENCE MATRIX VE EXPERIENCE	Airline Negotiations/Airline Agreement Development	Capital Planning/Rates and Charges Analyses	Revenue Bond Feasibility Reports	Debt Capacity Analyses	Cost Center Analyses	Airport Benchmarking/ Peer Review	Aviation Demand Forecasting	Rental Car/Parking/ Ground Transportation	Concessions Planning	Organization and Management Reviews	PFC and LOI Applications	Airport Competition Plans	Economic Imact Studies	Micellaneous Financial
Augusta Regional Airport Baltimore/Washington International Airport	. . 	. С				1. A. S			e e de terres				Petrop	
Boston-Logan International Airport				l d			gián a		2927	1 Start	- 1444	Bienetta	674230	
Bob Hope Airport (California)							NE A				1. Majarak Majarak		친명	1
Capital City Airport (Michigan)										10000		1991 - Section 1997		1
Central Illinois Regional Airport at Bloomington-Normal		3 8	4 - 18 A 19 4		1 .									N.S.
Charleston International Airport (South Carolina)									19.00				r i sar	
Charlottesville-Albemarle Airport (Virginia)						146		and and an				연분홍		1.4
Chicago O'Hare International Airport Chicago Midway International Airport				1.5			4334	- 1955 - L	128.13			1.10		
Cincinnati/Northern Kentucky International Airport	an ar E					12	ing Persida ■	ita yaji E	1111	RD a s	i instant E		NGL 같이 같	1934
Dallas/Fort Worth International Airport	474	_3 ≣ 3	1.5			1 in 19			in de la composition de la composition de la composition de la composition de					
Dayton International Airport								•						
Denver International Airport							1 - 1	14						
Detroit Metropolitan Wayne County Airport	-2 1 -					Laren e g	1.410					1.1.5.7894	de e la	
El Paso International Airport		l di m i d									1 . .	9 N I		
Fort Lauderdale Executive Airport Fresno Yosemite International Airport	4 X - 4	∎ Idina		1 : 13				1. S	319434	er Stor	1		194252	Sa,
Hawaii DOT - Airports Division	er raj					- 14	17 B	. 13	연습관계	il in the		da 1976 de	e nësër	1.3
Jackson International Airport (Mississippi)	1				: •					124.4				
Jacksonville International Airport				i stadar				e ne V	n n i					2.
John F. Kennedy International Airport		1 ().		led a					偏於於					
Lehigh Valley International Airport (Pennsylvania)	•													
Los Angeles World Airports								1						12
Louis Armstrong New Orleans International Airport	E.								nu og se	o sosaro		magnes	Serie v	
Louisville International Airport Lubbock International Airport	e ingen m						13 1 10			이 영화되었 이 영화되었			an an a'	129
Mammoth Lakes Airport (California)			120	Ngjarj						1.25		1.19	-1993	
McAllen-Miller International Airport (Texas)	<	- 48°	d states	122113	81 T 3	1년 1월		udep - f	N. OF			1	1,519-93	
McCarran International Airport (Nevada)			 1				1.51.3		\$ 14		1			
Miami International Airport							1.51							_
Myrtle Beach International Airport														
Nashville International Airport	:	2.000					205	.	en staa	n 1154			istado e e	
Norman Y. Mineta San Jose International Airport		1. 18 1.								189				1
Oakland International Airport		en jer g		en ve					neer.	1 (2014) 1 (2014)	n na se	n an	- 1 (88)	
Okalcosa Regional Airport Orlando International Airport	ر ۱۹۹۹ ۲	hgas ta ■				- 19 A		1,000 	신문	a de la c	n nigery Traisery	1955.5	, 1989 (C	12
Palm Beach International Airport				i se s	an ang									
Pensacola Regional Airport									1.112	1. K. 6. M	e kalina i	1 : = 0.	14 - 1 2 M	1
Phoenix Sky Harbor International Airport						1.11	공영					1000		
Port Columbus International Airport														
Reno/Tahoe International Airport		1 9 0					1							
Saipan International Airport	n 	.			_ .			n - 545		n e se		·	Lientete	
Salt Lake City International Airport San Antonio International Airport	₩]\$}			1		S a	129 8— , 201		tini.				234 D)	1.8
San Diego County Regional Airport				par la		27 - S		- -					e new	1
Savannah International Airport	:19년 - 4 - 8				e ort r				i i i i i i	r et Dai		in deg	di shari	
Seattle-Tacoma International Airport														18
Shreveport Regional Airport														
Smith Reynolds Airport (North Carolina)				1		.				la de la	12			
Southwest Florida International Airport	. .											and the		
St. Petersburg-Clearwater International Airport		. ≓ . :				1.5		· _ ·	fille d'h	1 2 2 1 2 2 1 1	[*] ≋∎	_		j.,
T. F. Green Airport (Rhode Island) Tampa International Airport	: 1	∎ 19⊒133		· .	: ا		■ 40 - 41					ur.gette		
Tampa International Airport Tompkins County Airport (New York)	: ■	` ■3] ■		1.		l ¹ ■ .:	i s s	- 94 T 2	n 🖶 se	e T ui	•	말광학	(* ■ ()	
Tri-Cities Regional Airport (Tennessee)			ġć.	1.00	1.1				9 J. A					
Washington Dulles International Airport		far training	(i.) 	(1 H H I.	i Teri		0. 99 1		1	- :	12 3 4	1055 (4.9 ⁹	197
Watson Island Seaport and Helicopter (Florida)				tina.	11111			1.1.2	en e		. 24	203		

.



TERRAL GROOM PROV RICONDO' & ASSOCIATES

Appendix B

Key Staff Resumes



Geoffrey A. Wheeler Senior Vice President

Education Bachelor of Science – Business and Economics, Lehigh University

Professional American Association of Airport Executives Affiliations

Speaking ACI-NA Annual Conference, 2004 Engagements

FAA Pacific Aviation Directors Workshop, 2004

ACI Legal Committee Conference, 2004

ACC 23rd Annual Conference, 2001

AAAE National Airports Conference, 2001

ACC/FAA Summer Workshop Series, 2001

Commercial Pilot - Instrument and Multi-Engine Ratings

AAAE Annual Conference and Exposition, "Airport Cost Allocation Issues: Compensatory versus Residual Rate Making Approach"

AAAE Annual Conference/Exposition, "DOT/FAA Policy Regarding Airport Rates and Charges"

Airman Certificates

Experience

Mr. Wheeler joined Ricondo & Associates, Inc., in 1996 following 19 years of experience in aviation management, operations, and consulting. His airport financial consulting experience has included the development and implementation of airport capital programs. He has advised numerous airport managers on their ability to complete capital programs and plays an instrumental part in assisting his clients in accessing the revenue bond market. His role has ranged from actual detail work to the direction/management of overall study efforts. In this capacity, he works closely with the investment banking community, rating agencies, bond counsels, airport financial advisors, and local counsels. Airports at which he has participated in revenue bond financings include, Cincinnati/ Northern Kentucky International, Dayton International, Jackson International, Lehigh Valley International, Los Angeles International, Louis Armstrong New Orleans International, Louisville International, Northwest Arkansas Regional, Oakland International, Saipan International, Salt Lake City International, Savannah/Hilton Head International, Seattle-Tacoma International, Southwest Florida International, T. F. Green, and Thurgood Marshall Baltimore/Washington International Airports.

Mr. Wheeler's knowledge of airline operations and management has been of particular value when negotiating new airport use and lease agreements for his clients. His experience includes the development of specific airline rates and charges formulas along with drafting and implementation of airline agreements. Additionally, Mr. Wheeler has provided airports with assistance in analysis of the DOT/FAA Policy Regarding Rates and Charges. He has assisted two airports in their successful defense of rates and charges complaints filed by the airlines pursuant to the DOT/FAA Policy Regarding Airport Rates and Charges. In both cases, the airlines' filings were dismissed. A sampling of airports where Mr. Wheeler has assisted in preparation for airline negotiations/rates and charges includes: Capital Region International, Charleston International, Charlottesville-Albemarle, Dayton International, Honolulu International, Jackson International, Las Vegas McCarran International, Lehigh Valley International, Los Angeles International, Louis Armstrong New Orleans International, Oakland International, Northwest Arkansas Regional, Reno/Tahoe International, Saipan International, Savannah/Hilton Head International, Southwest Florida International, T. F. Green, Tampa International, and Tri-Cities Regional Airports. While with a major airline, he served as chairman of the Airline Airport Affairs Committee at 15 airports and served as a committee

member at 31 additional airports, including 4 in foreign countries.

Mr. Wheeler also assists many of his clients with the development and implementation of financing plans for Consolidated Rental Car Facilities. At T.F. Green (Providence) he served as Officer-in-Charge for the first intermodal facility financed at an airport through the use of CFC supported bonds and TIFIA funding. In addition, he has provided CRCF assistance to Charlottesville-Albemarle, Cincinnati/Northern Kentucky International, Jackson International, Long Beach, and Seattle-Tacoma International Airports.

Mr. Wheeler has also prepared numerous PFC applications for airports such as Bob Hope (Burbank), Charlottesville-Albemarle, Dayton International, Detroit Metropolitan Wayne County, Jackson International, Jacksonville International, Las Vegas International, Lehigh Valley International, Los Angeles International, Ontario International, Reno/Tahoe International, Rota International, Saipan International, Savannah International, Southwest Florida International, T.F. Green, Tinian International, and Wilkes-Barre/Scranton International Airports.

Mr. Wheeler has assisted the Commonwealth Ports Authority, Lehigh-Northampton Airport Authority, and Maryland Aviation Administration with litigation matters.

Prior to joining R&A, he was employed in a management position with another nationally recognized aviation consulting firm. His past experience also includes four years with a major airline's properties and facilities department where he was responsible for airline/airport affairs, lease negotiations, capital budgets, rates and charges analyses, and property acquisition and sale.

Representative Assignments Airline Agreement Development, Negotiation, and Implementation Competition Plans Bond Feasibility Studies Debt Capacity Studies DOT/FAA Rates and Charges Policy Compliance Feasibility Analyses Financial Planning Management and Operational Reviews Pursuant to Bond Resolutions Passenger Facility Charge Applications Rates and Charges Analyses Rental Car Consolidated Facilities Revenue Enhancement Studies

Representative Clients City of Chicago, Department of Aviation City of Dayton City of Long Beach City of San Antonio Clark County Department of Aviation Commonwealth Ports Authority Hillsborough County Aviation Authority Jackson Municipal Airport Authority Kenton County Airport Board Los Angeles World Airports Maryland Aviation Administration New Orleans Aviation Board Port of Oakland Port of Seattle Rhode Island Airport Corporation Savannah Airport Commission State of Hawaii Department of Transportation Airports Division



alcolm . lein Director

Education Bachelor of Science - Mathematics, Bucknell University Master of Arts - Statistics, Pennsylvania State University Master of Business Administration - Finance, Miami University (Ohio) eaching Statistics (19 9–19 2), Miami University (Ohio) Experience Statistics (19 –19 9), Bowling Green State University AAAE Financial /Administrative Conference (1994), "Airport Economic Impacts" Speaking Engagements Port of Seattle Aviation Forecasting Forum (1993), "Projecting Aviation Activity Projections" Northern Kentucky University Lecture (1990), "Estimating Economic Impacts of Airports" Experience Mr. Klein, a Director in the financial planning practice for Ricondo & Associates, Inc., has over 25 years of experience in airport consulting. His primary technical expertise is in the areas of bond feasibility studies, airline agreement preparation and negotiations, debt capacity analyses, passenger facility charge (PFC) applications, competition plans, airport activity projections, and economic impact analyses. Mr. Klein has participated in approximately 11.0 billion in airport revenue bond financing. His revenue bond financing experience also includes presentations to rating agencies/bond insurers, development of selected financial provisions for bond resolutions, and drafting documentation for official statements. Airports for which Mr. Klein has participated in revenue bond financing since joining R&A in 2000 include Baltimore/Washington International Thurgood Marshall, Chicago O'Hare International, Cincinnati/Northern Kentucky International, Dayton International, Jacksonville International, Lehigh Valley International, Los Angeles International, Louisville International, Oakland International, and Tampa International Airports. Mr. Klein has also conducted airline agreements and negotiations at Eastern Iowa (Cedar Rapids), Norfolk International, Reno/Tahoe International, and Shreveport Regional Airports debt capacity studies at Bob Hope (Burbank), Bradley International (Hartford), Missoula

International, Norfolk International, and Tompkins County (New ork) Airports PFC applications at Baton Rouge Metropolitan, Bob Hope (Burbank), Dayton International, Detroit City, Lehigh Valley International, Los Angeles International, McCarran International (Las Vegas), Norfolk International, and Ontario International Airports and competition plans at Bob Hope, Jacksonville International, McCarran International, Ontario International, Palm Beach International, and T.F. Green (Rhode Island) Airports.

Additionally, Mr. Klein has developed projections of aviation demand in conjunction with financial planning and environmental analyses for more than 100 commercial service and general aviation airports nationwide, including Chicago O'Hare International, Cincinnati/Northern Kentucky International, Denver International, and Los Angeles International Airports. His activity forecasts have played a key role in the development of numerous bond feasibility studies, with the analyses and projections holding up well under scrutiny by rating agencies and bond insurers. Mr. Klein has also prepared economic impact analyses for the Commonwealth of Pennsylvania's airport system for the State of North Dakota and the State of West Virginia and for the individual airports of Jacksonville International, Minneapolis-St. Paul International, Northwest Arkansas Regional, Palm Beach International, Southwest Florida International, and Syracuse Hancock International Airports.

Representative Assignments	Airline Agreement Development and Negotiations Airport Activity Projections Bond Feasibility Studies Competition Plans Debt Capacity Analyses Economic Impact Analyses PFC Applications
Representative Clients	Airport Authority of Washoe County (Nevada) Burbank-Glendale-Pasadena Airport Authority Cedar Rapids Airport Authority City of Chicago. Department of Aviation City and County of Denver City of Dayton, Department of Aviation City of Dayton, Department of Aviation City of San Antonio. Aviation Department Clark County Department of Aviation (Nevada) Columbus Airport Authority Connecticut Department of Transportation Greater Baton Rouge Airport District Hilbsborough County Aviation Authority (Florida) Jacksonville Aviation Authority Kenton County Airport Board (Kentucky) Lee County Port Authority (Florida) Lehigh Northampton Airport Authority Maryland Aviation Authority Maryland Aviation Authority Maryland Aviation Authority Missoula County Airport Authority Missoula County Airport Authority Norfolk Airport Authority (Montana) Niagara Frontier Transportation Authority Norfolk Airport Authority Northwest Arkansas Regional Airport Authority Palm Beach County Department of Supervisors (California) Palm Beach County Department of Transportation Rochester Airport Authority (Florida) Palm Beach County Department of Transportation Rochester Airport Authority (Nortana) Niagara Frontier Transportation Port of Oakland, Board of Port Commissioners Port of Ortland (Oregon) Port of Seatule Rhode Island Airport Corporation Rochester Airport Authority (New ork) Salt Lake City Department of Airports Shreveport Airport Authority



ason . Apt Senior Consultant

 Education
 Master of Business Administration – Embry-Riddle Aeronautical University

 Bachelor of Science – Aviation Business Administration/Airport Management, Embry-Riddle Aeronautical University

American Association of Airport Executives (AAAE)

Professional Affiliations

Airman Certificates Private Pilot, Single Engine Land Airplane Instrument Airplane

Experience

Mr. Apt joined Ricondo & Associates, Inc. (R&A) in 2002 and has worked in support of a variety of airport physical, environmental, and financial planning projects.

Mr. Apt assisted in the development of a site selection study, cost estimates, and facilities requirements for a new southern Nevada airport, as well as a needs assessment and site selection study for the Southern Nevada Regional Heliport. He also developed peak-hour estimates and facility requirements for a new passenger terminal at McCarran International Airport. Additionally, Mr. Apt has provided support on a passenger ramp loading study and hotel site selection study for Oakland International Airport, assisted in the planning of general aviation facilities at Henderson Executive Airport, and was actively involved with the assessment of airports for 100 percent baggage screening, as directed by the Transportation Security Administration.

Mr. Apt has developed expertise in the Federal Aviation Administration's Emissions and Dispersion Modeling System (EDMS). He has completed complex air quality analyses in support of several environmental studies, including an environmental impact statement for a new airport in Panama City, Florida, an environmental impact report for south airfield improvements at Los Angeles International Airport, an environmental assessment (EA) for a runway extension at Stinson Municipal Airport in San Antonio, Texas, a supplemental EA for a new passenger terminal at McCarran International Airport, and an EA for a Southern Nevada Regional Heliport. He has also conducted environmental analyses and prepared documentation for the new Mesquite Airport Master Plan, including aircraft noise analyses using the Integrated Noise Model (INM).

Mr. Apt has significant experience with geographic information systems (GIS), using the software to conduct airspace analyses, perform land use impact analyses, generate land use maps, develop airport property maps for ALP and AIP submittal packages, and build digital airspace models in support of airport obstruction studieş.

Mr. Apt was the lead consultant on a benefit-cost analysis for a proposed commercial service airport in Mesquite, Nevada, and supported a benefit-cost analysis for a cross-field taxiway at Phoenix Sky Harbor International Airport. Currently, Mr. Apt has been assisting in the preparation of financial feasibility studies in support of bond financings at Los Angeles and Louisville International Airports.

Mr. Apt has a strong personal interest in aviation and has been a licensed instrument-rated private pilot for over 10 years, providing him with comprehensive knowledge of airspace and air traffic control procedures. Prior to joining R&A, Mr. Apt gained airline operational experience as an operations/ramp agent for Southwest Airlines at San Jose International Airport.

Representative Assignments

Air uality Analyses/Conformity Evaluations Airport Facility Requirements Airport Master Plans Airport/Heliport Site Selection Studies Benefit-Cost Analyses Bond Feasibility Studies Cost Estimating Environmental Impact Studies and Assessments FAR Part 150 Noise Compatibility Studies General Aviation Facility Planning Geographic Information Systems Land Use Planning/ Population Impact Analyses Obstruction Analyses

Representative Clients City and County of Denver City of Mesquite, Nevada City of Phoenix City of San Jose Clark County Department of Aviation Los Angeles World Airports Louisville Regional Airport Authority Metropolitan Washington Airports Authority Port of Oakland Transportation Security Administration



ames E. randa Vice President

Education Bachelor of Arts (cum laude) – Political Science, Monmouth College Juris Doctorate, Washburn University

Professional Affiliations American Association of Airport Executives (AAAE) Chicago Bar Association

Speaking Engagements ACI Economics and Finance Conference, "Rental Car Customer Facility Charges and Consolidated Rental Car Facilities", Panel Speaker, 200

ACI Environmental and Operations Technical Conference, "A Brief History of Consolidated Facilities", Panel Speaker, 200

AAAE Rental Car Conferences, "Recent Changes in Rental Car Concession and Facility Negotiations", Panel Leader, 2002 "Recent Trends in Rental Car Concessions from the Airport Perspective", 2003 "Rental Car Concession Business Planning", 2005.

AAAE Southwest Chapter, "Opportunities in Rental Car Concessions and Facilities at Nonhub Airports", 2003.

Airports Council International (ACI) Annual Conference, "Upheaval in Airport Rental Cars", 2002.

ACI Legal Symposium: ANC Bankruptcy and Dual Branding, "What's the Big Deal", 2002.

Experience

Mr. Branda has over 22 years of airport rental car concession and facility development experience. He is an industry leader in the development and implementation of rental car concession programs as well as business and financial planning for consolidated rental car facilities, having assisted with more than half of the consolidated rental car facilities currently in development or operation in the United States. Mr. Branda led Budget Rent A Car's worldwide properties and facilities division for 14 years. Since 199, he has provided rental car consulting services exclusively at airports, including those serving Chicago, Detroit, Los Angeles, Nashville, Oakland, Portland (Oregon), San Diego, San Jose, Seattle-Tacoma, and Washington, D.C. Mr. Branda is also a licensed attorney and real estate broker.

He currently serves as the rental car liaison for Chicago O'Hare, Chicago Midway, and Mineta San Jose International Airports. He represents the airport sponsors in various rental car concession matters, including the development and negotiation of rental car concession agreements and concession bid specifications, development of facility leases, and consolidated rental car facility business, financial, and operations (such as common use transportation system) planning.

At Oakland International Airport, Mr. Branda led the negotiation and implementation of a consolidated rental car facility agreement and assisted with development of bid specifications for new rental car concessions and leases at the consolidated facility.

For Portland and Seattle-Tacoma International Airports, Mr. Branda assisted with a detailed assessment of the existing rental car concession agreements, recommended new rental car concession programs, and assisted with implementing those programs through a Request for Proposal process. His assistance led to multimillion-dollar increases in rental car concession revenues for both airports.

For San Diego International Airport, Mr. Branda is assessing the business and financial feasibility of the development of a consolidated rental car facility and the potential for implementing a customer facility charge to help fund a new facility if it is determined to be feasible.

Mr. Branda was a member of a team formed by Los Angeles World Airports (LAWA) to provide advance planning, space programming, and business and financial services in conjunction with a study of the feasibility of developing a consolidated rental car facility at Los Angeles International Airport. The team reached the preliminary conclusion that the development is feasible and, as a result, LAWA intends to engage a design team to move the project forward.

Representative
AssignmentsConsolidated Rental Car Facility Business and Financial Planning
Consolidated Rental Car Facility Feasibility Studies
Consolidated Rental Car Facility Operational Planning
Customer Facility Charge Development and Implementation
Rental Car Concession Audit Issues
Rental Car Concession Program Assessment and Development
Rental Car Liaison Office

Representative Clients

City of Chicago, Department of Aviation City of San Jose Los Angeles World Airports Metropolitan Nashville Airport Authority Port of Oakland Port of Seattle San Diego County Regional Airport Authority The Port of Portland (Oregon) Wayne County Airport Authority



Garfield S. Eaton Senior Vice President

Education Bachelor of Science – Civil Engineering, Michigan State University

Professional American Society of Civil Engineers Associations

SpeakingNew ork Airport Managers Association (1999), "Airport Strategic Planning"EngagementsFlorida Airport Managers Association (2000), "Financing of Rental Car Facilities"

Experience

Mr. Eaton, a Senior Vice President in the financial planning services for Ricondo & Associates, Inc., has over 16 years of experience in airport consulting. Mr. Eaton joined R&A in 1996, following seven years of airport consulting experience with other nationally recognized airport consulting firms. Mr. Eaton has a diverse background with experience primarily in airport financial consulting, including bond financial feasibility studies, airline agreement preparation and negotiation, rates and charges analyses, debt capacity analyses, and implementation of passenger facility charge applications and strategies. In addition, his skills include traffic forecasting/air service analyses, airport facility analyses, airport feasibility/site selection, and all facets of airport master planning.

Mr. Eaton's financial analysis in particular has been instrumental in assisting airports with the successful implementation of their capital improvement programs, having participated in over 2.0 billion in airport revenue bond financings. As part of these assignments, Mr. Eaton's efforts have included reviewing and evaluating options for funding major capital improvement programs, examining alternative financing scenarios, and assessing the financial impacts of capital programs on airline rates and charges, airport cash flow, and rate covenants. During Mr. Eaton's career, he has assisted a number of airports in on-going financial planning efforts for their capital programs, including assignments at San Jose Mineta International, Phoenix Sky Harbor International, Dallas/Fort Worth International, Dayton International, Jackson International, Lehigh Valley International, Los Angeles International, Northwest Arkansas Regional, Reno/Tahoe International, Salt Lake City International, Southwest Florida International, and Tompkins County Airports.

Mr. Eaton has also conducted debt capacity studies at Dallas/Fort Worth, Dayton, San Jose, Los Angeles, Reno/Tahoe, and Southwest Florida International Airports. He has assisted in a number of airline agreements and negotiations at San Jose, Los Angeles, Albany, Charleston, Dayton, Salt Lake City, and Southwest Florida International Airports, and PFC applications at Southwest Florida International, and Tompkins County Airports.

Mr. Eaton's experience also includes the management and development of aviation demand forecasts and air service analyses, including forecasts for San Jose International, Arnold Palmer Regional, Asheville Regional, Bob Hope Airport (formerly Burbank-Glendale-Pasadena), Greater Orlando International, Jackson International, Mammoth Lakes Regional, Miami International, Northwest Arkansas Regional, Oakland International, and Southwest Florida International Airports. These forecasts have provided the basis for many financial analyses and facility planning efforts. Also, his activity projections have been integral in the development of numerous bond feasibility studies by providing the support and justification needed for the rating agencies and bond insurers. His forecasting analyses have included the use of top-down market share analyses, as well as bottom-up regression analysis utilizing socio-economic factors, and have incorporated elements of annual and peak month average day aircraft operations, enplanements, and fleet mix. With respect to airport master planning and airport site

selection/feasibility analysis, Mr. Eaton has conducted all facets of these studies, including inventory of facilities, aviation demand forecasts, facility requirements, alternatives analysis, conceptual site layout, plan implementation, and financial feasibility. Primary responsibilities on these projects include detailed technical analysis, project management, public presentations, and coordination with the FAA, state, or other relevant bodies.

Representative Assignments

Air Service Studies Aircraft Parking Studies Airline Agreement Development, Negotiation, and Implementation **Aviation Demand Forecasts Bond Feasibility Studies Business Plans** Capital Improvement and Implementation Plans **Debt Capacity Studies Economic Impact Studies** Facility Requirements Financial Feasibility Analyses Master Plan Studies Passenger Facility Charge Applications Rates and Charges Analyses **Revenue Enhancement Studies Terminal Development Programs**

Representative Clients Albany County Airport Authority Asheville Regional Airport (North Carolina) Burbank-Glendale-Pasadena Airport Authority Charleston County Airport Authority Dayton International Airport Dade County Aviation Department (Florida) Dallas/Fort Worth International Airport Board Great Falls International Airport Authority (Montana) Hillsborough County Aviation Authority Jackson Municipal Airport Authority Jacksonville Port Authority Los Angeles World Airports Naples Municipal Airport Northwest Arkansas Regional Airport Authority Phoenix International Airport Port Authority of New ork and New Jersey Port of Oakland Port of Seattle Salt Lake City, Department of Airports San Diego International Airport San Jose International Airport Southwest Florida International Airport State of Pennsylvania Virgin Islands Port Authority (St. Croix, U.S. Virgin Islands) Westmoreland County Airport Authority (Pennsylvania)



Kevin M. McPeek Managing Consultant

EducationBachelor of Arts – Economics, Miami University (Ohio)Bachelor of Arts – Diplomacy and Foreign Affairs, Miami University (Ohio)

Experience Mr. McPeek, a Managing Consultant for Ricondo & Associates (R&A), joined the firm in 2005, following eight years of experience as an airport financial and facility planner with another nationally-recognized airport consulting firm. In addition to financial consulting experience, Mr. McPeek's diverse airport planning experience includes assisting with national aviation system plans for Nicaragua and Peru, state airport system plans across the United States, and airport master plans at both commercial service and general aviation airports.

Mr. McPeek's financial experience has included preparing bond feasibility studies, airline rates and charges models, passenger facility charge (PFC) applications and amendments, benefit-cost analyses, financial feasibility analyses for major capital projects, and rental car customer facility charge (CFC) analyses. He has provided financial consulting services for airports including Dayton, Detroit Metropolitan Wayne County, Jackson-Evers, Jacksonville, Myrtle Beach, and Oakland International Airports. Mr. McPeek has also participated in financial components of major planning projects including the San Diego County Regional Airport Authority's Airport Site Selection Program, St. Cloud Airport Master Plan, and Cincinnati/Northern Kentucky International Airport Master Plan. He also assisted with strategic business plans for numerous general aviation airports that addressed specific concerns related to revenue generation and promoting financial self-sufficiency.

Prior to joining R&A, Mr. McPeek was the lead aviation planner on master plans for Collin County Regional, Eugene, and McGhee Tyson Airports, where major airfield development projects were recommended. As part of the Eugene Airport Master Plan, Mr. McPeek was instrumental in developing a cash flow analysis and a benefit-cost analysis to support the financial feasibility of the recommended airfield improvement projects. Mr. McPeek's experience in the airport master planning process includes inventory and data collection, demand/capacity analysis and the development of facility requirements, alternatives analysis, financial planning, and the development and review of airport layout plans.

Mr. McPeek was the lead consultant and task manager in the completion of state airport system plans for Pennsylvania, New Jersey, Rhode Island, and Vermont. He had a similar role as local director for the aviation components of national transportation plans in Nicaragua and Peru. As part of system planning efforts, Mr. McPeek was responsible for onsite data collection and facility inventories at over 200 airports.

Representative Assignments

Airline Agreement Development, Negotiation, and Implementation Airline Rates and Charges Analyses Aviation Demand Forecasts Aviation System Planning Benefit-Cost Analyses Business Planning Economic Impact Studies Facility Requirements Financial Feasibility Analyses Financial Planning Implementation Planning Master Planning Passenger Facility Charge Applications Rates and Charges Analyses Rental Car Customer Facility Charge Feasibility Analyses Revenue Bond Feasibility Reports (including Aviation Activity Forecasting) Site Selection Studies

Representative Clients

Asheville Regional Airport Authority City of Dayton, Department of Aviation City of Eugene, Oregon City of McKinney, Texas City of Monroe, North Carolina City of Redding (California) Airports Division Clearfield-Jefferson Counties Regional Airport Authority Florida Department of Transportation Grand Rapids/Itasca County Airport Commission Jackson Municipal Airport Authority Jacksonville Port Authority Kenton County Airport Board (Ohio) Maryland Aviation Administration Mercer County (New Jersey) Metropolitan Knoxville Airport Authority Ministry of Transportation (Nicaragua) Ministry of Transportation and Communication (Peru) Mississippi Department of Transportation New Jersey Department of Transportation Okaloosa County (Florida) Pennsylvania Department of Transportation Port of Oakland Rhode Island Airport Corporation San Diego County Regional Airport Authority Texas Department of Transportation Vermont Agency of Transportation Wayne County Airport Authority (Michigan)



effrey . Schulthess

Education Bachelor of Science — Aviation Management, The Ohio State University Master of Business Administration, Northern Illinois University

Professional American Association of Airport Executives

Affiliations

Experience Mr. Schulthess joined Ricondo & Associates, Inc., in 2002 following nine years of combined experience as an airline properties manager and operations analyst with a major airline, and an airport planner with another nationally recognized airport consulting firm. Mr. Schulthess' diverse background has provided him with a variety of experience within the aviation industry including airport financial and feasibility analyses, airport-airline negotiations, aviation planning, and airline operations research.

Mr. Schulthess has performed financial consulting for several airports including, Louis Armstrong New Orleans International, Chicago O'Hare International, Salt Lake City International, Baltimore/Washington International, San Diego International, Las Vegas McCarran International, Jackson-Evers International, and Lansing Capital City Airports. He has also assisted several of these airports with airline rates and charges analyses, capital program feasibility, airline use and lease agreement/other tenant negotiations, and feasibility reports analyses in support of bond issues. As an airline properties manager for a major airline, Mr. Schulthess participated in a number of airport use and lease agreement negotiations, including Bradley International, Cincinnati/Northern Kentucky International, Dayton International, and Detroit Metropolitan Wayne County Airports. He has experience in airport use and lease agreements including ratemaking methodology, space re-classification, nonairline revenue application, and other business terms. He has also participated in various financial analyses, including airline rates and charges, for the airline's major hub airports. His negotiations and financial analyses in this area were integral in providing cost savings.

With a former airport consulting firm, Mr. Schulthess was involved in aviation planning services for several airport clients. He was instrumental in providing on-call airport planning support a large-hub airport, and he was involved in numerous studies, including air traffic forecasting, airport facility analyses, site selection studies, benefit-cost analyses, and state systems planning. In addition, Mr. Schulthess has conducted several other planning studies for major airports, including airport master planning, site selection/feasibility analyses, and airport capacity analyses. He has been integral to all facets of these studies, including inventory of facilities, aviation demand forecasts, facility requirements, alternatives analysis, conceptual site layout, plan implementation, and financial feasibility.

Mr. Schulthess also has experience in the area of airline operations research/analysis. He was involved in the analysis of various operational issues to assure the reliability of the airline's flight schedule. Typical responsibilities included evaluations of airfield/airspace demand versus capacity and benefit-cost analyses associated with aircraft delays. He has also participated on various task teams evaluating the performance of the air traffic control system.

Representative	Airline Rates and Charges Analyses
Assignments	Airline Use and Lease Agreement Negotiations/Strategies
	Airport Benefit-Cost Analyses
	Airport Budget Review
	Airport Facility Planning
	Airport Master Planning, including: Facilities Inventory; Aviation Activity Forecasting; Demand/Capacity Analysis; Facility Requirement Analysis; Alternative Concept
	Evaluation; Airport Layout Plan Development; and Financial Analysis
	Airport Parking Analyses
	Airport Property Map/Exhibit A Development
	Air Traffic Control System Analyses
	Airspace/Airfield Capacity Analysis/Simulation
	Aviation System Planning
	Capital Improvement Program Planning/Financial Feasibility
	Design Day Aircraft Flight Schedule Development
	Environmental Overview/Assessment
	Financial Cost Center Analyses
	General Financial Consulting Services
	Revenue Bond Feasibility Reports (including Aviation Activity Forecasting)
	Siting Study for Aircraft Rescue-Firefighting Facility
	Siting Study for Airport Traffic Control Tower
	Terminal Planning Analyses
	TERPS/Air Navigation Obstruction Studies
Representative	Allegheny County Airport Authority (Pennsylvania)
Clients Airports	Bradley International Airport
	Capital Region Airport Authority (Michigan)
	Cincinnati/Northern Kentucky International Airport
	City of Chicago, Department of Aviation
	City of Cleveland, Department of Port Control
	City of Frederick, Maryland
	City of Phoenix, Aviation Department
	Clark County Department of Aviation (Las Vegas)
	Dayton International Airport
	Denver International Airport
	Detroit Metropolitan Wayne County Airport
	Jackson Municipal Airport Authority
	Maryland Aviation Administration
	Maryland-National Capital Park and Planning Commission
	Milwaukee County Department of Public Works, Airports Division
	New Orleans Aviation Board
	Queen Anne's County, Maryland
	Reno-Tahoe Airport Authority
	Rhode Island Airport Corporation
	Salt Lake City Department of Airports
	San Diego County Regional Airport Authority
	San Francisco International Airport
	Toledo-Lucas County Port Authority
	Washington County, Maryland

.

.

Appendix C

TILLER BEREICHTER STERNER BEREICHTER BEREICHTER BEREICHTER BEREICHTER BEREICHTER BEREICHTER BEREICHTER BEREICHTE

Cost Estimate

Table C-1

Cost Estimate Labor Costs DIRECT EXPENSES Managing Senior Total Labor Total Task Description Officer Task Consultant Director Consultant Support Hours Cost Travel/Other Costs Cost Preliminary Financial Analysis 1 1a. Initial Documentation of Findings 80 1/ 60 16 30 16 202 \$38,800 \$270 \$39,070 1b. Sensitivity Analysis 4 8 12 0 0 24 5.000 0 5,000 1c. Risks and Mitigation Alternatives 4 24 0 0 0 28 6,300 0 6.300 1d. Reports and Findings to City 16 16 16 0 8 56 11,320 3,000 14,320 128 1/ Totals - Task 1 40 88 30 24 310 \$61,420 \$3,270 \$64,690 Project Financial Plan 2 2a-c. Recommended Financial Plan to Airport 4 8 10 \$170 8 4 34 \$6,140 \$6,310 2d, Sensitivity Analysis 0 8 8 0 0 16 3,240 0 3,240 2e. Reports and Findings to City 8 8 8 0 4 28 5,660 3,000 8,660 Totals - Task 2 12 24 24 10 8 78 \$15,040 \$3,170 \$18,210 152 1/ Totals - Task 1 & Task 2 52 112 40 32 388 \$76.460 \$6,440 \$82,900 Financial Plan Updates (if required) 3 3a-c. Recommended Financial Plan to Airport \$6,310 4 8 8 10 34 \$6,140 \$170 4 3d. Sensitivity Analysis 0 8 8 0 0 16 3,240 0 3,240 3e. Reports and Findings to City 8 8 8 0 28 4 5,660 3,000 8,660 12 24 24 Totals - Task 3 10 8 78 \$15,040 \$3,170 \$18,210 4 PFC Collection Level Increase (if required) 4a. Prepare and Conduct Air Carrier Meeting 0 24 0 0 4 28 \$5,660 \$1,500 \$7,160 4b. PFC Application to FAA 4 16 0 40 8 68 11,300 150 11,450 4c. PFC Implementation Work Plan 4 8 0 24 4 40 6,760 0 6,760 Totals - Task 4 8 48 0 64 16 136 \$23,720 \$1,650 \$25,370

Notes:

¹⁷ Includes 40 hours by SI Partners, Inc. for concession financial planning.

Source: Ricondo & Associates, Inc.

Prepared by: Ricondo & Assocates, Inc.