Runway to Opportunities

Doing Business with Austin-Bergstrom International Airport



Feb. 26, 2015 6:00 p.m.-8:30 p.m.

Hilton Austin Airport Ballroom

9515 Hotel Dr.

Complimentary Parking

From construction to concessions, this event provides insight on how to do business with and at Austin's airport.

Hosted by the City of Austin Departments of Aviation and Small & Minority Business Resources

For more information contact the City of Austin Small and Minority Business Resources Department at 512-974-7677.





Runway to Opportunities

Doing Business with Austin-Bergstrom International Airport

Agenda

Schedule:

6:00-6:30 – Ballroom open – mingling, discussions at tables, and light refreshments

6:30-7:15 - Presentations

7:15-8:30 - Discussions at tables

Presentations:

Orientation

Welcome

Demystifying Security

SMBR Program Overview

CMD Program Overview

Capital Improvements Program Overview and ABIA Purchasing

- Terminal Expansion Project
- Parking Garage Project
- Airport Purchasing

Third Party/ACDBE Opportunities

- General Aviation
- Retail Development Project
- Scott Airport Parking
- Concessions Operators: Delaware North and LS Travel
- Rental Car Agencies

Closing

Tables:

Aviation Projects, Small & Minority Business Resources, Contract Management, Minority Trade Alliance, Airport Security and Insurance, Terminal Expansion and Parking Garage Projects, Airport Purchasing and Vendor Registration, Retail Development Project, General Aviation, Concessions Operators, Rental Car Agencies, and Scott Airport Parking

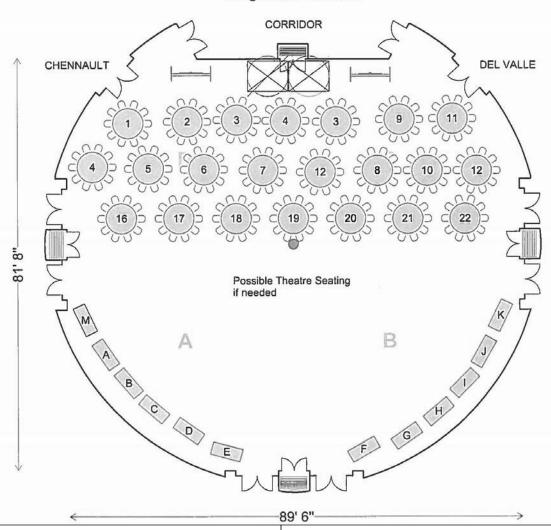
For more information, call Blender Hill (512-974-7677) or Michael Drakes (512-530-6302)





Airport Meeting

Bergstrom Ballroom



- M: Retail Development Project
- A: General Aviation
- **B**: Concessions Operators
- C: Rental Car Agencies
- D: Scott Airport Parking
- E: Terminal Expansion & Parking Garage Projects
- K: Airport Purchasing & Vender Registration
- J: Airport Security and Insurance
- I: COA Contract Management
- H: Minority Trade Alliance
- G: COA Small & Minority Business Resources
- F: Airport projects



3600 Presidential Blvd., Ste. 411, Austin, Texas 78719 512/530-2242 Fax: 512/530-7686

The Austin Bergstrom International Airport is a Department of the City of Austin. The City of Austin, Texas, population 840,000 is the 13th largest city in the country. This vibrant and dynamic city tops numerous "Best" lists for business, entertainment, cost of living and quality of life. Austin was selected as the "Best City for the Next Decade" (Kiplinger), the "Top Creative Center" in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the "Most Livable City in the Country", emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the "Live Music Capital of the World" and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond. Last year, 10.7 million passengers traveled through the airport. Currently, there are 4 private-public-partnerships developments at the Airport outside of the terminal and are shown on the attached maps. Tenants are required to build out their entire project. These projects are in varying stages of construction. The projects are:

Austin CONRAC – The new \$155.5 million Consolidated Rental Car Facility commenced construction in 2013 and is scheduled for completion in the fall of 2015. The 1.6 million square foot project consolidates all rental car operations into one facility adjacent to the current parking garage. Rental car operations include fueling, cleaning, and car storage. Conrac Solutions, LLC will be the operator of the new facility. Opportunities are available with the operator as well as with each of the rental car companies.

ABIA Retail Development is potentially a 4 phase 16 acre development which when fully built out will house a gas station, convenience store, Hyatt Place hotel, retail center, restaurants, cell phone lot with flight information display systems, public restrooms and a children's playground.

Scott Airport Parking is a multi-phase parking and pet hotel project on land in front of the Hilton Hotel as well as across the airport on cardinal loop.

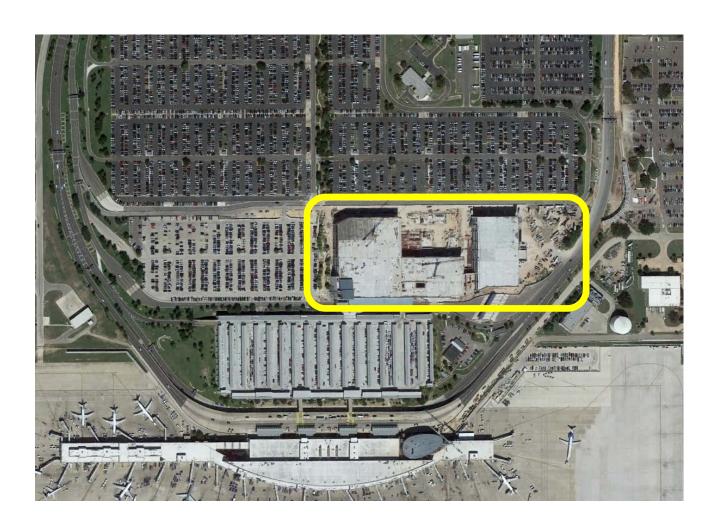
Austin FBO is the tenant developing a 20 acre Fixed Base Operator parcel including fuel tanks and hangars for general aviation traffic on Emma Browning Avenue off of Burleson Rd. Construction is scheduled to start summer 2015.

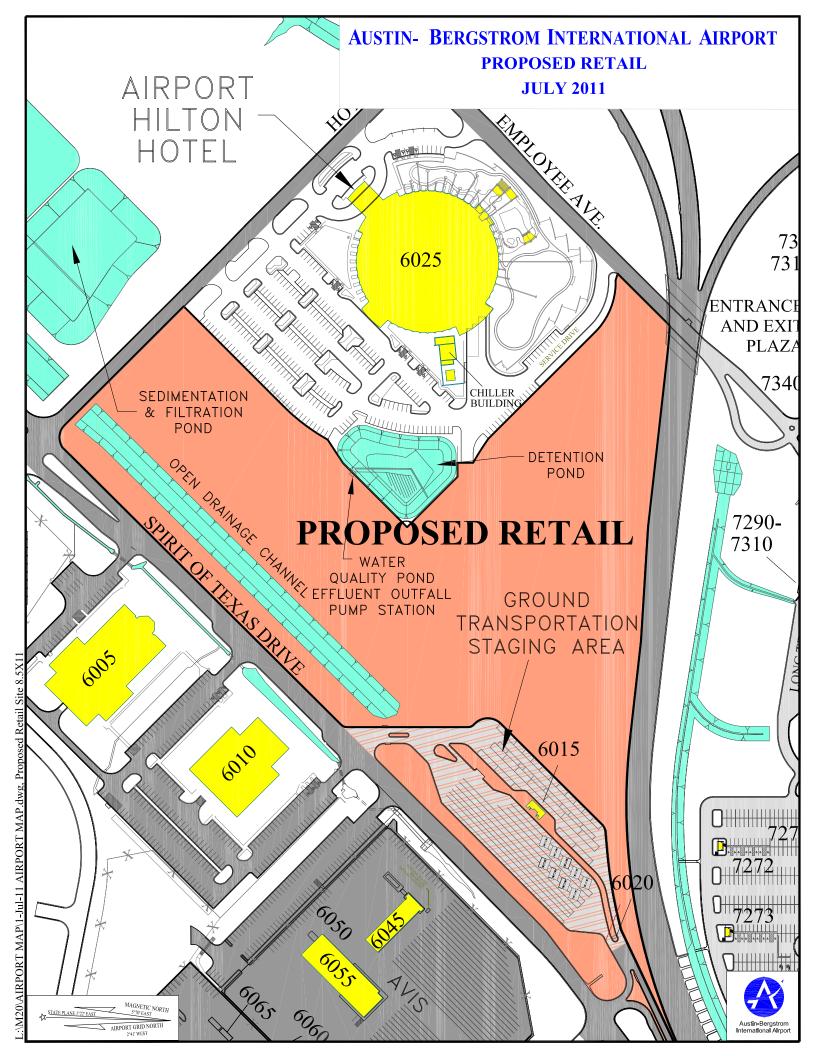
Inside the terminal, **DNC (Delaware North Corporation) and LS Travel** will begin a \$22 Million renovation of their locations inside the terminal on the secure concourse. Design should start soon. Construction will start summer 2015.

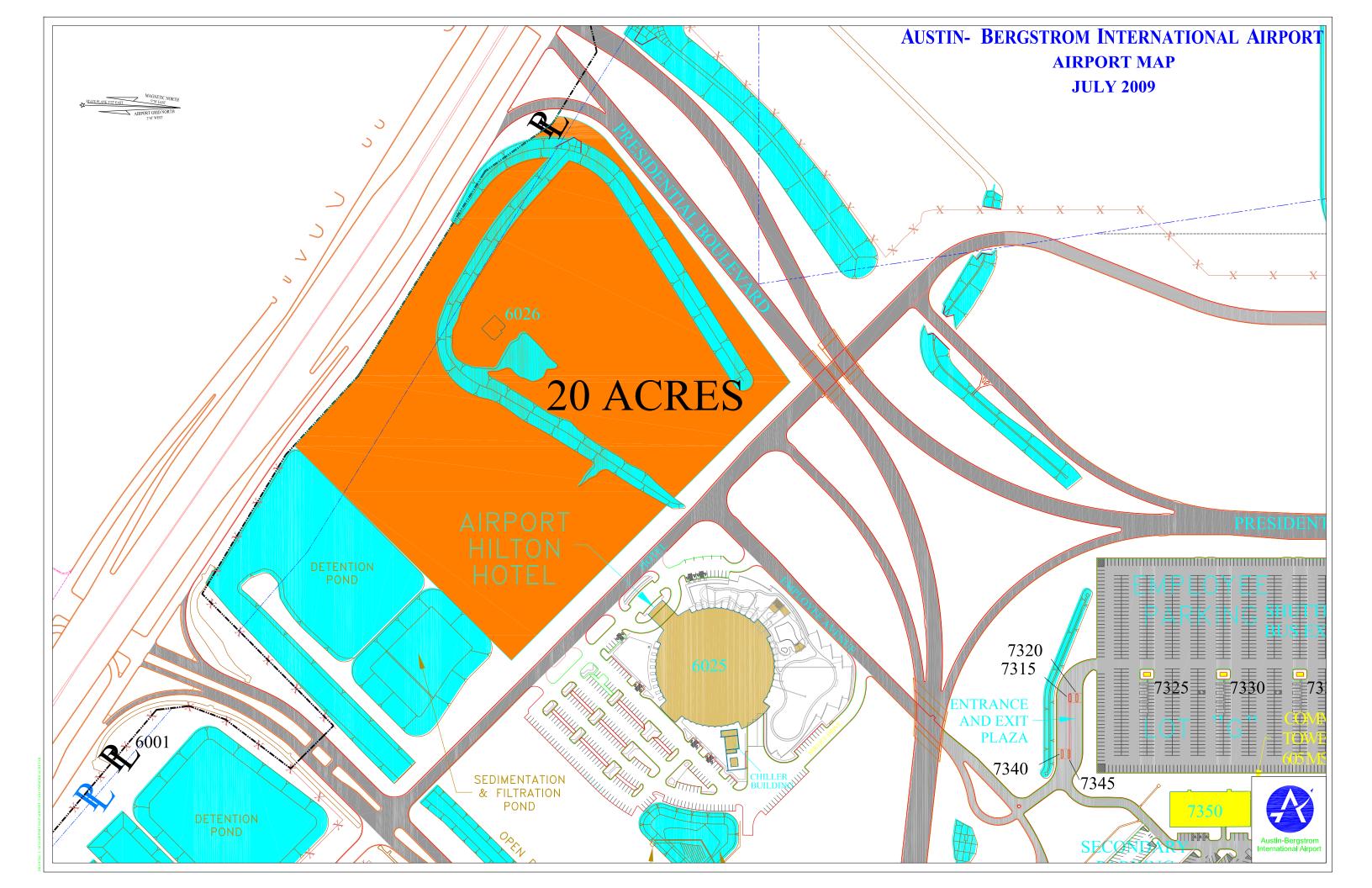
An integral part of doing business at the airport for third party projects is the remittance of the proper insurance certificates and performance/and or payment bonds for the project. In our handouts are the necessary insurance requirements, bond forms and other documents necessary to conduct business which must be submitted prior to commencement of any project. All of your subs - anyone doing business at the airport - must carry the required insurance first and foremost naming the City as additional insured. We are the landlord. Also, there are different requirements if you are working on the AOA. This is the secure ramp area where the planes are. My first piece of advice on the insurance is to send the form to your insurance broker. They understand the language we require and will ensure that you meet all of the specifications. If the insurance is not sent in to us or it is not correct then you cannot start.

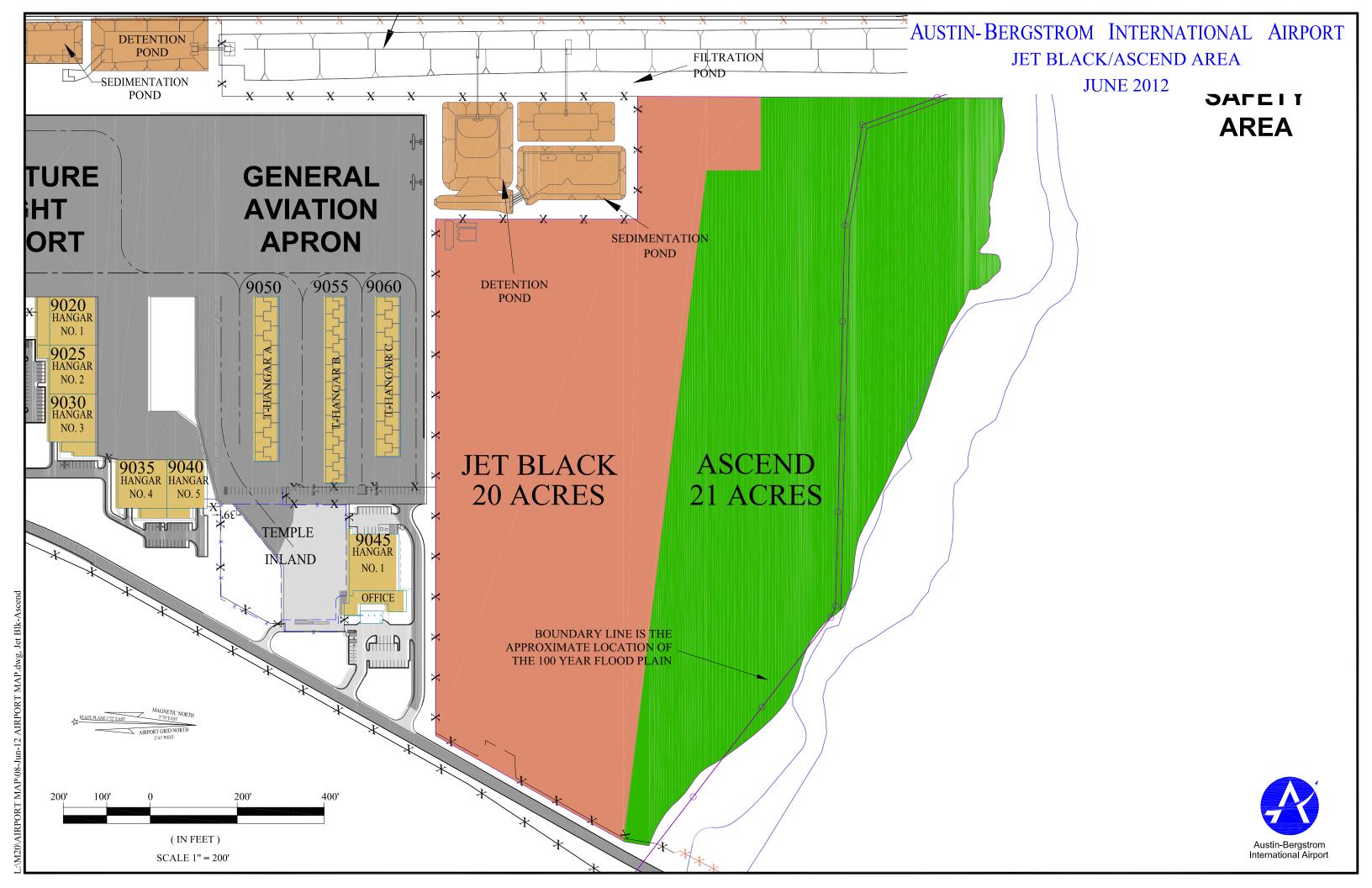


Consolidated Rental Car Facility



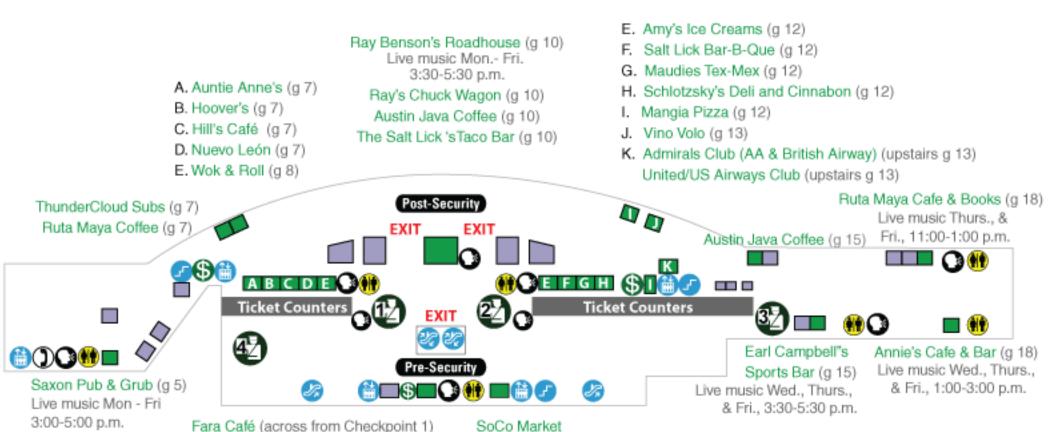








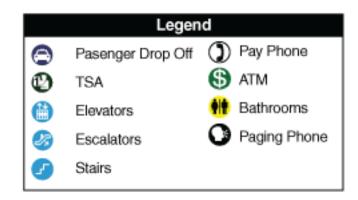


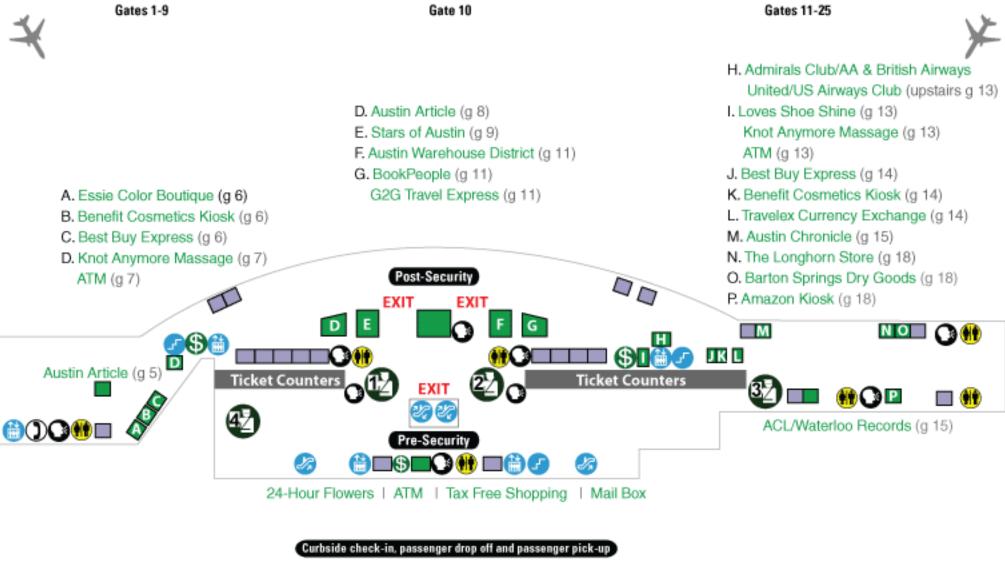


(across from Checkpoint 2)

Curbside check-in, passenger drop off and passenger pick-up

Fara Sky Bar (upstairs)





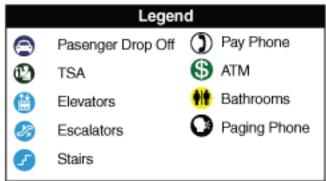


EXHIBIT D REQUIRED INSURANCE

A. General Requirements

- 1. Permittee and its subcontractors shall not commence operations under this Permit until Permittee and its subcontractors have obtained the required insurance and Certificates of Insurance are received and reviewed by the City indicating required coverage. If the coverage period ends during the Term of this Permit, Permittee and its subcontractors must, prior to the end of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Permit.
- 2. Approval of insurance by the City and the required minimums shall not relieve or decrease the liability of responsibility of the Permittee hereunder and shall not be construed to be a limitation of liability on the part of the Permittee.
- 3. Permittee's, and if applicable, all subcontractor's insurance coverages shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Companies with A.M. Best ratings of A- or better, if required, shall write hazardous materials insurance.
- 4. Permittee will not engage in operations or store any property at the Airport that will cause an increase in the premium rate paid by the Airport for insurance or that will cause and increase in the premiums paid for insurance by other Airport tenants, unless Permittee pays the entire amount of such increase or increases. Further, Permittee will not engage in any operations or store any property at the Airport which would make void or voidable any such insurance policies. Permittee shall comply with all recommendations from its insurance carrier so long as they do not conflict with anything in this Exhibit D or the Permit.
- 5. All endorsements, waivers, and notices of cancellation endorsements, as well as Certificates of Insurance naming the City as additional insureds shall indicate:

City of Austin, Texas **Department of Aviation** Attn: Airport Property Manager 3600 Presidential Blvd., Suite 411 Austin, Texas 78719

Rev. 01/2014

- 6. The "other" insurance clause shall not apply to the City where the City is shown as additional insured on any policy. It is intended that policies required in this Permit, covering both the City and the Permittee, shall be considered primary coverage as applicable.
- 7. If insurance policies are not written for the amounts specified in this Exhibit, Permittee shall carry Umbrella or Excess Liability Insurance for any differences in the amounts specified. If Umbrella or Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 8. The City shall be entitled, upon request and without expense, to inspect at the Airport certified copies of policies and endorsements thereto; provided that Permittee may redact from the policies information regarding premiums paid by Permittee. Should Permittee desire to have certified copies of policies and endorsements inspected at a location other than the Airport then Permittee shall pay for all costs incurred by the City on account of such inspection.
- 9. The City reserves the right to review the insurance requirements set forth during the Term of this Permit and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of Permittee's industry or the financial condition of the insurance company as well as the Permittee, or changes in City and/or Airport policies related to insurance requirements. Permittee shall provide the City with updated Certificates of Insurance within thirty (30) days of any changes required by the City.
- 10. Permittee shall not cause or permit any insurance to lapse or be cancelled during the Term of this Permit.
- 11. Permittee shall pay all premiums, deductibles and self-insured retention's, if any, stated in the policies.

B. Specific Requirements

- 1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code Title V) and minimum policy limits for employers liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - a. Waiver of Subrogation in favor of the City of Austin, form WC 420304; and

- b. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601.
- 2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and a minimum \$10,000,000 coverage for Products/Completed Operations Liability. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under this Permit and all contracts relative to this Permit;
 - b. Independent Contractors coverage;
 - c. Medical Expense coverage with a limit of \$10,000 any one person;
 - d. Fire Legal Liability with a minimum limit of \$100,000;
 - e. Additional Insured in favor of the City of Austin, form CG 2010 or equivalent coverage; and
 - f. Thirty (30) day Notice of Cancellation/Material Change in favor of the City of the Austin, form CG 0205 or equivalent coverage; and
 - g. Waiver of Transfer of Right of Recovery Against Others in favor of the City of Austin, form CG 2404 or equivalent coverage.
- 3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 for bodily injury and property damage. The policy shall contain the following provisions:
 - a. Additional Insured in favor of the City of Austin, form CA 2048 or equivalent coverage; and
 - Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form CA 0244 or equivalent coverage, and
 - Waiver of Transfer of Right of Recovery in favor of the City of Austin, form CA
 0444 or equivalent coverage.

EXHIBIT D REQUIRED INSURANCE

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 the City as verification of continuing coverage for the duration of this Permit.
- 2. Approval of insurance by the City and the required minimums shall not relieve or decrease the liability of responsibility of the Permittee hereunder and shall not be construed to be a limitation of liability on the part of the Permittee.
- 3. Permittee's, and if applicable, all subcontractor's insurance coverages shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Companies with A.M. Best ratings of A- or better, if required, shall write hazardous materials insurance.
- 4. Permittee will not engage in operations or store any property at the Airport that will cause an increase in the premium rate paid by the Airport for insurance or that will cause and increase in the premiums paid for insurance by other Airport tenants, unless Permittee pays the entire amount of such increase or increases. Further, Permittee will not engage in any operations or store any property at the Airport which would make void or voidable any such insurance policies. Permittee shall comply with all recommendations from its insurance carrier so long as they do not conflict with anything in this Exhibit D or the Permit.
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City of Austin, Texas
Department of Aviation
Attn: Airport Property Manager
3600 Presidential Blvd., Suite 411
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- 9. The City reserves the right to review the insurance requirements set forth during the Term of this Permit and to request reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of Permittee's industry or the financial condition of the insurance company as well as the Permittee, or changes in City and/or Airport policies related to insurance requirements. Permittee shall provide the City with updated Certificates of Insurance within thirty (30) days of any changes required by the City.
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- 3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 for bodily injury and property damage. The policy shall contain the following provisions:
 - a. Additional Insured in favor of the City of Austin, form CA 2048 or equivalent coverage; and
 - Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form CA 0244 or equivalent coverage, and
 - c. Waiver of Transfer of Right of Recovery in favor of the City of Austin, form CA 0444 or equivalent coverage.

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 - b. Independent Contractors coverage;
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 - d. Fire Legal Liability with a minimum limit of \$100,000;
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 - a. Additional Insured in favor of the City of Austin, form CA 2048 or equivalent coverage; and
 - Thirty (30) day Notice of Cancellation/Material Change in favor of the City of Austin, form CA 0244 or equivalent coverage, and
 - c. Waiver of Transfer of Right of Recovery in favor of the City of Austin, form CA 0444 or equivalent coverage.

FORM OF PERFORMANCE BOND

Bidding Requirements, Contract Forms and Conditions of the Contract PERFORMANCE BOND

	Section 00610
STATE OF TEXAS	Bond No
COUNTY OF	C.I.P. ID No
Project Name	
Know All Men By These Presents: That _	
of the City of	. County of . and
State of	, as Principal, and, a solvent company
authorized under laws of the State of Tex	, as Principal, and, a solvent company as to act as surety on bonds for principals, are held and firmly bound unto
(OWNER), in the penal sum of	
	U.S. Dollars (\$U.S.) for payment whereof,
well and truly to be made, said Princip successors and assigns, jointly and severa	I and Surety bind themselves and their heirs, administrators, executors,
	ereas, Principal has entered into a certain written contract with OWNER,, which Agreement is hereby referred to and
made a part hereof as fully and to the sam	,, which Agreement is hereby referred to and extent as if copied at length herein.
in full force and effect. If OWNER notified default, Surety agrees to meet with OWN discuss methods of performing the Work Provided, however, that this bond is executed in the control of	uted pursuant to provisions of Chapter 2253, Texas Government Code as hall be determined in accordance with provisions of said Article to same
	d agrees that no change in Contract Time or Contract Amount shall in , and it does hereby waive notice of any such change in Contract Time or
In witness whereof, said Principal an	Surety have signed and sealed this instrument this day of .
 Principal	Surety
By	Ву
(Signature)	(Signature)
Title	
Address	Address

	Telephone	Fax
	E-Mail Address	
Name and address of Resident Agent of Surety:		

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

END

FORM OF PAYMENT BOND

Bidding Requirements, Contract Forms and Conditions of the Contract Payment BOND Section 00620

STATE OF TEXAS	Bond No
COUNTY OF	C.I.P. ID No.
Project Name	
Know All Men By These Presents: That	
State of . as	, County of, and Principal, and, a solvent company
authorized under laws of the State of Texas to act as	surety on bonds for principals, are held and firmly bound unto
whom shall have right to sue upon this bond in the p	, mechanics and suppliers as their interests may appear, all of genal sum of
U.S. Dollars (\$U.S.) for page 1.5.	yment whereof, well and truly to be made, said Principal and rs, executors, successors and assigns, jointly and severally, by
	cipal has entered into a certain written contract with OWNER,,, which Agreement is hereby referred to and f copied at length herein.
Subcontractors, workers, laborers, mechanics, and subcontracts, work, labor, equipment, supplies as	ch, that if the said Principal shall well and truly pay all suppliers, all monies to them owing by said Principals for nd materials done and furnished for the construction of shall be and become null and void; otherwise to remain in full
amended and all liabilities on this bond shall be dete extent as if it were copied at length herein. Surety, for value received, stipulates and agrees that	ant to provisions of Chapter 2253, Texas Government Code as ermined in accordance with provisions of said Article to same at no change in Contract Time or Contract Amount shall in a hereby waive notice of any such change in Contract Time or
In witness whereof, said Principal and Surety have sigday of	
	G
Principal By	Surety By
(Signature) Title	(Signature) Title
Address	Address
Address	Address
	
	TelephoneFaxFax

Name and address of Resident Agent of Surety	7:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

END

Insurance and Bond Requirements Tenant Projects

Austin-Bergstrom International Airport

1. General Requirements:

- A. Contractor and subcontractors shall carry insurance in the types and amounts indicated below until its Airport project (Project) is complete and shall include items owned by the City in the care, custody and control of the Contractor prior to and during construction of the Project.
- B. Contractor and its subcontractors shall not commence operations on the Project until the required insurance and certificates of insurance are obtained, reviewed and approved by the City. If coverage period ends before the Project is complete, Contractor must, prior to end of the coverage period, provide a new Certificate of Insurance to the City as verification of continuing coverage until the Project is completed.
- C. Approval of insurance by the City and the required minimums shall not relieve or decrease the liability or responsibility of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- D. Contractor's and all subcontractor's insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Companies with A.M. ratings of A- or better, if required, shall write hazardous materials insurance. The City shall accept workers compensation coverage written by the Texas Workers' Compensation Fund.
- E. All endorsements, waivers, and notices of cancellation endorsements, as well as Certificates of Insurance naming the City of as an additional insured shall indicate:

City of Austin Department of Aviation Austin-Bergstrom International Airport Attn: Property Manager 3600 Presidential Boulevard, Suite 411 Austin, Texas 78719

- F. The "other" insurance clause shall not apply to the City where the City is shown as an additional insured on any policy. It is intended that policies required for the Project, covering the City and Contractor, shall be considered primary coverage as applicable.
- G. If insurance policies are not written for amounts specified below, Contractor shall

- carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- H. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- I. The City reserves the right to review the insurance requirements set forth during the construction of the Project and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- J. Contractor shall not cause or permit any insurance to lapse or to be cancelled prior to completing the Project.
- K. Contractor shall pay all premiums, deductibles and self-insured retentions, if any, stated in all policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- **2.** <u>Required Coverages.</u> Contractor shall carry insurance in the types and amounts indicated below the duration of the Project.
 - A. Workers' Compensation and Employers' Liability. Workers' compensation insurance shall be provided with limits consistent with statutory benefits outlined in the Texas Workers Compensation Act (Texas Labor Code Title 5). Employers' Liability Insurance coverage shall have minimum limits of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - i. Waiver of subrogation and recovery in favor of the City of Austin, Form WC 4203047
 - ii. Thirty (30) day notice of cancellation in favor of the City of Austin, Form WC 420601

Note: For Projects with work inside the AOA at the airport: \$1,000,000 minimum bodily injury per accident, \$1,000,000 minimum for bodily injury by disease policy limit and \$1,000,000 for bodily injury by disease for each employee.

B. <u>Commercial General Liability</u>. Commercial General Liability Insurance shall be provided with a minimum bodily injury and property damage per occurrence limit

of \$500,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$500,000 product/completed operations minimum limit of liability. The policy shall contain the following provisions:

- i. Blanket contractual liability coverage for liability assumed under this contract
- ii. Fire Legal Liability with a minimum limit of \$50,000
- iii. X, C & U (explosion, collapse and underground coverage)
- iv. Independent contractors' coverage
- v. City of Austin as additional insured, form CG 2010 or equivalent coverage;
- vi. Thirty (30) day notice of cancellation in favor of the City of Austin, Form CG 0205
- vii. Waiver of subrogation and recovery in favor of the City of Austin, Form CG 2404

Note: For Projects with work inside the AOA at the airport: A combined bodily injury and property damage limit of \$5,000,000 per occurrence and \$5,000,000 product/completed operations.

- C. <u>Business Automobile Liability Insurance.</u> Business automobile liability insurance shall be provided for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence of bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident. The following shall be added to the policy:
 - i. City of Austin named as additional insured, Form CA 2048 or equivalent coverage; and
 - ii. Thirty (30) day notice of cancellation in favor of the City of Austin, Form CA 0244 or equivalent coverage; and
 - iii. Waiver of subrogation and recovery in favor of the City of Austin, Form CA 0444 or equivalent.

Note: For Projects with work inside the AOA at the airport: Minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.

- D. <u>Bonds</u>. Bonds, when required, shall be on forms acceptable to the City of Austin Aviation Department.
 - i. Performance Bond: If the contract amount exceeds \$100,000, the Contractor shall furnish a Project Performance Bond.
 - ii. Payment Bond: If the contract amount exceeds \$25,000, the Contractor shall furnish a Project Payment Bond.