

00-1229

(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. S0-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA FOR ENGINEERING SERVICES WITH RESPECT TO THE RELOCATION OF LOW LEVEL WINDSHEAR ALERT SYSTEM STATIONS (LLWAS) NUMBERS 1 AND 7, AT WILLIAM B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$64,449.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 T31001.

ADOPTED BY

SEP 0 5 2000

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee Transportation
 Date 8-16-02
 Chair [Signature]
 Action: [Signature]
 Fav, Adv, Hold (see rev. side)
 Other:
 Members [Signature]
 Refer To _____

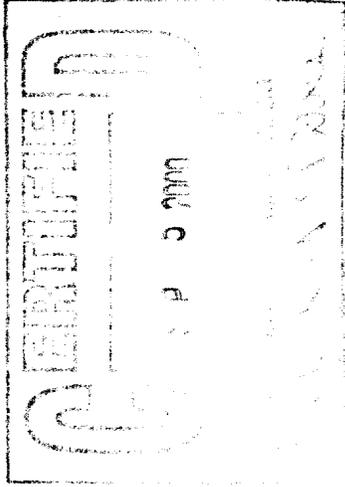
Committee _____
 Date _____
 Chair _____
 Action: _____
 Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: _____
 Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: _____
 Fav, Adv, Hold (see rev. side)
 Other: _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED



CERTIFIED
SEP 0 5 2000

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

SEP 13 2000

MAYOR

[Signature]



A RESOLUTION

BY TRANSPORTATION COMMITTEE

00- R-1229

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0446-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA FOR ENGINEERING SERVICES WITH RESPECT TO THE RELOCATION OF LOW LEVEL WINDSHEAR ALERT SYSTEM STATIONS (LLWAS) NUMBERS 1 AND 7, AT WILLIAM B. HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR AN AMOUNT NOT TO EXCEED \$64,449.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 T31001.

WHEREAS, the City has undertaken a capital improvement program to facilitate major expansions and improvements at the Airport in accordance with the new Airport Master Plan; and

WHEREAS, the City has determined that the existing FAA Low Level Windshear Systems (LLWAS), No.1 and No.7 should be relocated to allow for construction of the new runway on the site presently occupied by LLWAS No. 7 and the Eastside Terminal on the site presently occupied by LLWAS No. 1; and

WHEREAS, the FAA owns and operates the existing FAA LLWAS No. 1 and No. 7, and consents to the City's wishes to relocate said structure; and

WHEREAS, the City is responsible for the cost of relocating FAA Low Level Windshear Alert System Stations (LLWAS) Numbers 1 and 7 at the Airport; and

WHEREAS, the Federal Aviation Administration (FAA), is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta has funds available for, and has determined should be obtained from the FAA; and

WHEREAS, the FAA will perform certain services required to accomplish these projects, as hereinafter described, subject to the reimbursement of the cost thereof by the City, as hereinafter set forth; and

WHEREAS, the relocation of the LLWAS Numbers 1 and 7 are required to accomplish the construction of the 5th Runway and the Eastside Terminal Projects which are projects approved via a Majority In Interest (MII) Agreement by the airlines; and

WHEREAS, the City will recover its costs from the airlines as provided by the MII Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor or his designee be and is hereby authorized to execute on behalf of the City of Atlanta Reimbursable Agreement No. SO-0446-07X , which shall provide for the FAA to perform the services described in that copy of said Agreement attached hereto as Attachment 1 and made a part hereto by reference, to provide Engineering Services for the LLWAS relocation project at Hartsfield Atlanta International Airport, for a cost to the City not to exceed \$64,449.00, with provision for up to 26% administrative overhead, and with the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H21 529010 T31001.



BE IT FURTHER RESOLVED, that said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the Mayor has signed the same and delivered to the FAA.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 05, 2000
SEP 13, 2000



REIMBURSABLE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND THE
CITY OF ATLANTA, GA

WHEREAS, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta here after referred to as the Airport Owner, requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, 49 USC Section 106 (1) (6) authorizes the FAA to enter into such contracts to carry out the functions of the Administrator and the Administration.

NOW THEREFORE, the FAA and the Airport Owner mutually agree as follows:

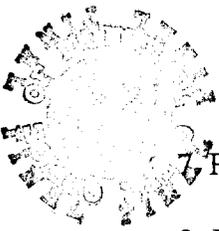
ARTICLE I-Title and Description of Project:

A. Due to the Airport Owner's desire to construct an Eastside Terminal and a new Fifth Runway, several Low Level Windshear Alert System (LLWAS) wind unit stations will be impacted, and will need to be relocated. Demolition for the Eastside Terminal Development and earthwork for construction of the Fifth Runway are both scheduled to start in the September-October 2000 timeframe. LLWAS station number 7 is in the area planned for construction of the new runway and will need to be relocated by June 2001. LLWAS station number 1 is in the area planned for construction of the Eastside Terminal and will need to be relocated by August 2001.

The LLWAS stations do not have to be relocated in service. To minimize interruption to air traffic operations, the relocation of the LLWAS stations (#1 and #7) is planned to be accomplished by pouring the foundations at the new location, installing the poles and fences, and installing the electronics last. No additional electronic equipment is anticipated. The civil work will be accomplished by the Airport Owner. The project titled "Relocate Low Level Windshear Alert System Stations number 1 and number 7 at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. A separate agreement will be developed in the future for the relocation of LLWAS station number 6 and the installation of LLWAS wind units associated with the Fifth Runway. For the project, the Airport Owner and the FAA will provide the described services, supplies, and equipment at the dollar amounts indicated.

B. The FAA will perform the following services, at the airport owner's expense:

1. Perform planning to determine acceptable locations for the relocated facilities.



7. Provide 120/240 volt commercial power service, at the meter, for the new LLWAS sites.

8. Provide a designated representative who will be readily available to the FAA during the LLWAS installations. This representative will be responsible for addressing FAA concerns to the airport owner's contractor.

9. Participate in and correct exceptions as noted in the JAI.

10. Provide "as-built" drawings to the FAA in paper and electronic file transfer form.

D. The estimated FAA costs associated with this project are as follows:

LLWAS RELOCATIONS;

1. Plants Design Review/Coordination	\$ 3,900.00
2. Siting Survey Contract.	\$ 2,000.00
3. Resident Engineer/Project Engineer.	\$20,800.00
4. Drafting.	\$ 450.00
5. Electronics TOR/Project Engineer	\$20,000.00
6. Electronics Support Materials	<u>\$ 4,000.00</u>
Subtotal	\$51,150.00
+ 26% Administrative Overhead	<u>\$13,299.00</u>
Total	\$64,449.00

E. No services or supplies, other than listed above, will be furnished under this agreement.

F. No equipment will be furnished through the FAA Logistics Center.

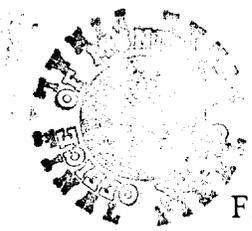
G. The FAA will procure LLWAS installation support materials, at the airport owner's expense, for approximately \$4,000.

H. All materials from the existing facility will be stored by the sponsor.

I. The FAA will charge the airport owner for administrative overhead at the current rate of 26%.

J. The estimated amounts that should be charged against the project, by fiscal year, are:

FY '01 (10/1/00 - 9/30/01)	\$54,449.00
FY 02 (10/1/01 - 9/30/02)	\$10,000.00



F. Estimates as contained in Article I are expected to be maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs by 10%, the FAA will notify the Airport Owner as soon as this is known in order to initiate an amendment to the agreement. In the event that actual costs exceed the FAA estimate, the Airport Owner will pay actual costs plus the required overhead.

G. Payments for billing are due within 30 days of receipt. Late charges will be assessed on delinquent payments at a rate based on the then current value of funds to the United States Treasury. Late charges will be assessed in 30-day increments for each 30-day period or portion thereof that payment is delayed.

ARTICLE IV – Amendment

Any change in the supplies, equipment, or services to be furnished, or their associated costs under this agreement shall be formalized by an appropriate written amendment to the agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This agreement supersedes any previous reimbursable agreements between the parties on the subject matter set forth in article I and is effective on the date of the last signature below.

ARTICLE VI – Revocation

This agreement may be revoked at any time by either party upon 30 days advance written notice.

ARTICLE VII - Employment Ceiling

Not applicable.

ARTICLE VIII – Liability

A. Hold Harmless

The Airport Owner agrees to defend any suit brought against the FAA, or any instrumentality or officer thereof, arising out of work under this agreement. The Airport Owner agrees to hold the FAA, and any instrumentality or officer thereof, harmless against any claim by the Airport Owner or any agent thereof, for personal injury, death, or property damage arising out of work under this agreement to the extent that such suit or such claim does not arise from

RCS# 2194 :
9/05/00
2:17 PM

Atlanta City Council

Regular Session

CONSENT

Pages: 1-12

Adopt

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

Y McCarty
Y Starnes
NV Bond
Y Winslow

Y Dorsey
NV Woolard
Y Morris
Y Muller

Y Moore
Y Martin
Y Maddox
Y Boazman

Y Thomas
Y Emmons
Y Alexander
NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA
00-O-1007
00-R-1309

CONSENT

09/05/00 Council Meeting	
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
<ol style="list-style-type: none"> 1. 00-O-1102 2. 00-O-1143 3. 00-O-1207 4. 00-O-1295 5. 00-O-1303 6. 00-O-1313 7. 00-O-1124 8. 00-O-1125 9. 00-O-1126 10. 00-O-1127 11. 00-O-1128 12. 00-O-1133 13. 00-O-1196 14. 00-O-1298 15. 00-O-1122 16. 00-O-1300 17. 00-R-1198 18. 00-R-1230 19. 00-R-1290 20. 00-R-1312 21. 00-R-1316 22. 00-R-1265 23. 00-R-1266 24. 00-R-1267 25. 00-R-1268 26. 00-R-1270 27. 00-R-1314 28. 00-R-1229 29. 00-R-1233 30. 00-R-0886 31. 00-R-1236 32. 00-R-1237 33. 00-R-1238 34. 00-R-1239 35. 00-R-1240 36. 00-R-0241 37. 00-R-1242 38. 00-R-1243 39. 00-R-1244 	<ol style="list-style-type: none"> 40. 00-R-1235 41. 00-R-1245 42. 00-R-1246 43. 00-R-1247 44. 00-R-1248 45. 00-R-1249 46. 00-R-1250 47. 00-R-1251 48. 00-R-1252 49. 00-R-1253 50. 00-R-1254 51. 00-R-1255 52. 00-R-1256 53. 00-R-1257 54. 00-R-1258 55. 00-R-1259 56. 00-R-1260 57. 00-R-1261 58. 00-R-1262 59. 00-R-1263 60. 00-R-1264