CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION

02-R-1664

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0513-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA FOR RESIDENT ENGINEER SERVICES FOR THE RELOCATION OF THE AIRPORT TRAFFIC CONTROL TOWER AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR A COST NOT TO EXCEED $2,188,940.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 R21E05069999; AND FOR OTHER PURPOSES.

WHEREAS, the City, as owner and operator of the Hartsfield Atlanta International Airport, is responsible for the cost of relocating FAA navigational facilities serving the Airport, including the Airport Traffic Control Tower ("ATCT"); and

WHEREAS, the FAA will perform certain services required to accomplish the project, titled "Project Support (Resident Engineer) Services for the Relocation of the Airport Traffic Control Tower at Hartsfield Atlanta International Airport" (the "ATCT Project") as hereinafter described, subject to the reimbursement of the cost thereof by the City, as hereinafter set forth.

WHEREAS, because the control tower construction requires the use of specialized construction techniques and the installation of specialized equipment necessary to support FAA air traffic control functions, the FAA must provide Resident Engineering services to oversee the construction of the tower.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement which shall provide for the FAA to perform the services described in that copy of said Agreement No. SO-0513-07X attached hereto as Attachment I and made a part hereof by reference, for a cost to the City not to exceed $2,188,940.00, with provision for up to 10% overage in the anticipated maximum cost.

BE IT FURTHER RESOLVED that the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H21 529010 R21E05069999.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

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

A true copy,
Rhonda Daughtin Johnson
Municipal Clerk, CMC

ADOPTED by the Council OCT 07, 2002
APPROVED by the Mayor OCT 15, 2002

ATTACHMENT I

Agreement Number: SO-0513-07X

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, hereinafter referred as the Airport Owner, requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, 49 USC Section 106(L)(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

Due to the City of Atlanta's desire to construct an Eastside Terminal and their plans for future airport expansion, and concerns about possible line of sight (LOS) issues associated with new cargo buildings, the City has proposed construction of a new Airport Traffic Control Tower (ATCT). The project titled "Project Support (Resident Engineer) Services for the Relocation of the Airport Traffic Control Tower at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. For this project, the FAA shall furnish the following services, supplies, and equipment at the dollar amounts indicated.

A. The FAA will perform the following services, at the Airport Owner's expense:

1.Contract the construction of a new ATCT, Base Building and Parking Garage. Contract services shall include bidding, awarding and administering the construction contract. Progress payments shall be issued by the FAA and reimbursed by the Airport Owner.

2. Provide support to the ATCT construction contract. Support shall include review of contractor submittals, on-site quality assurance monitoring, engineering support, issuing progress payments, implementing change orders, coordination and scheduling of activities, and interpretation of contract documents.

3. Provide a point of contact for addressing the Airport Owner's concerns, keeping the Airport Owner informed of project progress, and conducting site inspections with the Airport Owner's representatives.

4. Conduct a Contractor's Acceptance Inspection (CAI) with representatives from the Atlanta Systems Management Office (SMO) (including local Air Traffic and Airway Facilities Division) and the City of Atlanta, Department of Aviation (DOA) officials. All items noted for correction during the CAI shall be accomplished under the construction contract.

5. Conduct a Joint Acceptance Inspection (JAI) prior to facility commissioning with the Atlanta SMO (including local Air Traffic and Airway Facilities Division) and the City of Atlanta DOA.

6. Clear exceptions noted in the CAI and JAI.

7. Provide As-Built drawings to the Atlanta SMO.

B. The Airport Owner will:

1. Assist the FAA and its contractors in processing permit applications and obtaining permits.

2. Provide a designated representative who will be readily available to the FAA's Resident Engineer during the construction of the ATCT, Base Building and Parking Garage. This representative shall be responsible for coordinating FAA concerns with the appropriate City Of Atlanta officials.

3. Be responsible for the demolition and removal of the existing ATCT and all structures within the ATCT lease area.

4. Provide and install runway lighting panel and supporting electronic equipment.

5. Participate in the CAI and JAI.

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

1.Project Support (Resident Engineer Services)	$1,737,254.00
+ 26% Administrative Overhead	451,686.00
Total	**$2,188,940.00**

D. No services or supplies, other than listed above, will be furnished under this agreement.
E. No equipment will be furnished through the FAA Logistics Center.
F. The FAA will charge the Airport Owner for administrative overhead at the current rate of 26%.
G. The estimated amounts that should be charged against the project, by fiscal year, are:

FY '03 (10/1/02 - 9/30/03)	$ 500,000.00
FY '04 (10/1/03 – 9/30/04)	$ 1.000,000.00
FY' 05 (10/1/04 – 9/30/05)	$ 688,940.00

Note: In the event that the construction schedule acceleration plan currently being discussed is approved, the cash flow indicated above will be adjusted accordingly.

ARTICLE II - Period of Agreement

A. The agreement is estimated to last three years. It will be effective on the date of the last signature below, and be considered complete when the final bill has been paid.

B. The Target Milestones are as follows:

1.The lease for the ATCT site must be executed prior to Construction Start.

2.Construction Start must occur 30 months prior to the desired Construction Completion date.

3.Electronic Installation Start must occur at least six months prior to the desired Electronic Installation Completion date.

4.Electronic Installation Completion must occur prior to the desired Commissioning date.

ARTICLE III - Reimbursement, Performance, and Accounting Arrangement

A. The Airport Owner will reimburse the FAA quarterly for the project costs incurred by the FAA in fulfilling the terms under this agreement. However, in the event of revocation of the agreement as provided in Article VI, the Airport Owner will reimburse the FAA for all costs.

B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26% of the project costs. This overhead represents the cost to the FAA of those indirect expenses which are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically and without the necessity for formal amendment upon issuance of revised rates under FAA Acquisition Manual Bulletin FB 95-09 issued August 28, 1995. If the rate is revised, it will be effective beginning the first full billing cycle after the effective date of the rate change.

C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Southern Region. The Accounting Division is identified by the FAA as the billing office for this agreement. Their mailing address is:

Federal Aviation Administration
Accounting Operations Branch, ASO-22
P. O. Box 45719
Atlanta, Georgia 30320
Telephone; (404) 305-7040

D. The Airport Owner hereby identifies the office to which the FAA will render bills for the project costs incurred:

Mr. Benjamin DeCosta, General Manager
Department of Aviation, City of Atlanta
William B. Hartsfield Atlanta International Airport
P. O. Box 20509
Atlanta, Georgia 30320-2509
Telephone: (404) 530-6600

E. Billing will be made by the FAA on SF-1114. The Reimbursable Bill Support List (a summary of cost by object class) will accompany all bills.

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 the event that actual costs exceed the FAA estimate, the Airport Owner will pay actual costs. Similarly, if the actual costs are less than the FAA estimate, the Airport Owner will pay only the actual costs. The FAA will consult with the Airport Owner should contingency funds be required, however, the final determination on the use of the funds will be made by the FAA.

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. Delinquency in payment in excess of 30 days may result in revocation of this agreement, at the FAA's discretion.

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 reimbursable agreement is for Resident Engineer services during the construction phase of the ATCT project. Its conditions have been agreed upon 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 by either party upon 30 days advance written notice. The Airport Owner shall pay FAA's actual costs incurred to the effective date of revocation.

ARTICLE VII - Employment Ceiling

Not applicable.

ARTICLE VIII – Liability

A. Hold Harmless

To the extent permitted by law, the City of Atlanta (Airport Owner) agrees to hold the FAA, its officers, agents and employees, harmless for causes of action, suits or claims directly arising out of the work performed under this agreement, except that to the extent that such claim is alleged to have arisen from the act or omission by an employee of the FAA acting within the scope of his employment, this hold harmless obligation shall not apply and the provisions of The Federal Tort Claims Act, 28 U. S. Code, Section 2671, et, seq., shall control.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel agents or contractors, the Airport Owner agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement which is caused by the Airport Owner's officers, employee or agents.

ARTICLE IX – Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute may be resolved by the FAA Administrator, or designee whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see e.g. 49 USC 46110).

ARTICLE X - Funds Availability

The Airport Owner agrees to seek appropriations for the estimate set forth in Article I. The Airport Owner shall notify the FAA immediately when such funds are appropriated, or when requested appropriations are denied by an entity controlling Airport Owner funds.

The FAA and the Airport Owner agree to the provisions of this agreement as indicated by the signatures of their duly authorized officers.

FEDERAL AVIATION ADMINISTRATION	CITY OF ATLANTA
BY _____	BY _____
_____ Printed Name	_____ Printed Name
TITLE Mgr, Acquisition & Real Estate Branch	TITLE _____
DATE _____	DATE _____

RCS# 4099
10/07/02
5:15 PM

Atlanta City Council

Regular Session

CONSENT I 0613;1695;1544;1562;1581;1666;1551
1668; Except CDHR #6-#10
RECON/READOPT

YEAS:	10
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	5
EXCUSED:	0
ABSENT	1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	B Martin	Y Norwood
NV Young	Y Shook	NV Maddox	NV Willis
Y Winslow	NV Muller	Y Boazman	NV Woolard

10/07/02 Council Meeting

ITEMS ADOPTED ON CONSENT AGENDA		ITEMS ADVERSED ON CONSENT AGENDA
1. 02-O-1538	46. 02-R-1702	53. 02-R-1675
2. 02-O-1549	47. 02-R-1703	54. 02-R-1676
3. 02-O-1554	48. 02-R-1704	55. 02-R-1677
4. 02-O-1466	49. 02-R-1705	56. 02-R-1678
5. 02-O-1253	50. 02-R-1706	57. 02-R-1679
6. 02-O-1575	51. 02-R-1707	58. 02-R-1680
7. 02-O-1576	52. 02-R-1708	59. 02-R-1681
8. 02-O-1582		60. 02-R-1682
9. 02-O-1447		61. 02-R-1683
10. 02-O-1545		62. 02-R-1684
11. 02-O-1261		63. 02-R-1685
12. 02-O-1534		64. 02-R-1686
13. 02-R-1662		65. 02-R-1687
14. 02-R-1669		66. 02-R-1688
15. 02-R-1709		67. 02-R-1689
16. 02-R-1711		68. 02-R-1690
17. 02-R-1712		69. 02-R-1691
18. 02-R-1713		70. 02-R-1692
19. 02-R-1633		71. 02-R-1693
20. 02-R-1664		72. 02-R-1694
21. 02-R-1667		73. 02-R-1696
22. 02-R-1673		74. 02-R-1697
23. 02-R-1469		
24. 02-R-1642		
25. 02-R-1644		
26. 02-R-1649		
27. 02-R-1714		
28. 02-R-1727		
29. 02-R-1650		
30. 02-R-1651		
31. 02-R-1652		
32. 02-R-1653		
33. 02-R-1654		
34. 02-R-1655		
35. 02-R-1656		
36. 02-R-1657		
37. 02-R-1658		
38. 02-R-1659		
39. 02-R-1660		
40. 02-R-1718		
41. 02-R-1719		
42. 02-R-1698		
43. 02-R-1699		
44. 02-R-1700		
45. 02-R-1701		

Consent I Vote: 10Yeas; 0 Nays (See RCS #4099; Reconsidered See RCS #4043)

Items Removed from Consent: 02-R-1613; 02-R-1695; 02-O-1544; 02-O-1562; 02-O-1581; 02-R-1666; 02-O-1551; 02-R-1668; 02-O-1598; 02-O-1599; 02-O-1600; 02-O-1601; 02-O-1602

02-R 1664

(Do Not Write Above This Line)

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

Date Referred

Referred To:

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee	Committee
TRANSPORTATION	
Date 10/2/02	Date
Chair H. L. Willis	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Carla Smith	
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
ADOPTED BY	
OCT 07 2002	
COUNCIL	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd Readings ☐ 3rd

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

OCT 07 2002

CERTIFIED

OCT 07 2002

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

OCT 16 2002

MAYOR