CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION **03- R -0723**

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0542-07P WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY OF ATLANTA TO THE FAA OF THE COST INCURRED BY THE FAA FOR THE RELOCATION OF THE TACTICAL AIR NAVIGATION ANTENNA AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT FOR A COST NOT TO EXCEED $256,556.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 R21E05069999; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("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 tactical air navigation ("TACAN") antenna; and

WHEREAS, the City desires to construct new Fifth Runway 10/28, new Taxiways Whiskey (W) and Zulu (Z) will need to be constructed to connect the Fifth Runway to existing Taxiway Romeo and Runway 9R/27L; and

WHEREAS, the TACAN antenna in its current location will penetrate the Taxiway W object free area, requiring the TACAN antenna to be relocated so the new taxiway will meet FAA airfield design criteria; and

WHEREAS, the FAA is in a position to furnish directly or by contract supplies, equipment and services which the City requires, has funds available for, and has determined should be obtained from the FAA; and

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-0542-07P attached hereto as Attachment I and made a part hereof by reference, for a cost to the City not to exceed $256,556.00, 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 Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council MAY 19, 2003
APPROVED by the Mayor MAY 27, 2003

ATTACHMENT I

Agreement Number: SO-0542-07P

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, Department of Aviation (DOA), 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, DOA's desire to construct new Fifth Runway 10/28, new Taxiways Whiskey (W) and Zulu (Z) will need to be constructed to connect the Fifth Runway to existing Taxiway Romeo and Runway 9R/27L. The very high frequency omni directional range (VOR) is collocated with the tactical air control and navigation (TACAN) Antenna, the antenna will be impacted by the construction of Taxiways W and Z, and will need to be relocated. The project titled "Relocate the TACAN Antenna from the East Side of the VOR to the South Side 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 relocation of the TACAN Antenna. 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 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.

3. 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, DOA officials. All items noted for correction during the CAI shall be accomplished under the construction contract.

4. Conduct a Joint Acceptance Inspection (JAI) prior to the VORTAC being returned to service with the Atlanta SMO (including local Air Traffic and Airway Facilities Division).

5. Clear exceptions noted in the CAI and JAI.

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

B. The Airport Owner will:

1. Provide a designated representative who will be readily available to the FAA's Resident Engineer (RE) during the relocation of the TACAN Antenna. This representative shall be responsible for coordinating FAA concerns with the appropriate City Of Atlanta officials.

2. Participate in the CAI and the JAI.

3. Provide a written mete and bounds legal description for the lease land site.

C. The estimated FAA costs by cost class (CC) associated with this project are as follows:

1. Plant Engineering (CC1)	$ 21,700.00
2. Electronic Engineering (CC2)	14,700.00
3. Construction Costs (CC3)	111,196.00
4. Other Installation Costs (CC4)	36,400.00
5. Flight Inspection (CC5)	14,720.00
6. Electronic Drafting (CC6E)	1,400.00
7. Plant Drafting (CC6P)	3,500.00
Subtotal	$203,616.00
+ 26% Administrative Overhead	52,940.00
Total	$256, 556.00

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)	$256,556.00

ARTICLE II - Period of Agreement

A. The agreement is estimated to last one year. 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 Milestone is as follows:

1.Construction Start must occur 4months prior to the desired Construction Completion 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
Tax Payer ID # 587000040K

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 relocation of the TACAN Antenna. 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**
_____	_____
Printed name	Printed name
BY _____	BY _____
TITLE Mgr, Acquisition & Real Estate Branch	TITLE _____
DATE _____	DATE _____

RCS# 4717
5/19/03
2:39 PM

Atlanta City Council

Regular Session

CONSENT I

Pgs. 1-14 Except:03-O-0456; 03-R-0598
03-R-0703; 03-R-0773; 03-R-0788
Adopt

YEAS:	13
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	1
EXCUSED:	0
ABSENT	2

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

CONSENT I

5/19/03 FULL COUNCIL MEETING

Items Adopted on the Consent Agenda

1. 03-O-0601
2. 03-O-0551
3. 03-O-0552
4. 03-O-0600
5. 03-O-0554
6. 03-O-0617
7. 03-O-0632
8. 03-O-0633
9. 03-O-0660
10. 03-O-0772
11. 03-O-0628
12. 03-O-0759
13. 03-R-0655
14. 03-R-0700
15. 03-R-0701
16. 03-R-0704
17. 03-R-0784
18. 03-R-0785
19. 03-R-0707
20. 03-R-0708
21. 03-R-0709
22. 03-R-0718
23. 03-R-0782
24. 03-R-0713
25. 03-R-0714
26. 03-R-0716
27. 03-R-0760
28. 03-R-0768
29. 03-R-0774
30. 03-R-0776
31. 03-R-0779
32. 03-R-0722
33. 03-R-0723
34. 03-R-0724
35. 03-R-0725
36. 03-R-0726
37. 03-R-0727
38. 03-R-0728
39. 03-R-0729
40. 03-R-0730
41. 03-R-0731

Items Adversed on the Consent Agenda

42. 03-R-0732
43. 03-R-0733
44. 03-R-0734
45. 03-R-0735
46. 03-R-0736
47. 03-R-0737
48. 03-R-0738
49. 03-R-0739
50. 03-R-0740
51. 03-R-0741
52. 03-R-0742
53. 03-R-0743
54. 03-R-0744
55. 03-R-0745
56. 03-R-0746
57. 03-R-0747
58. 03-R-0748
59. 03-R-0749
60. 03-R-0750
61. 03-R-0783

Consent I Vote: 13Yeas; 0 Nays: (See RCS #4717)

Items Removed from the Consent Agenda: 03-O-0456; 03-R-0598; 03-R-0703; 03-R-0773; 03-R-0788

03- R -0723
(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

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ADOPTED BY
MAY 19 2003
COUNCIL

- ☐ 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: 5/14/3	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other	Other
Members: Felicia A. Moore, C. T. Martin, Clair Muller, Carla Smith, [illegible]	Members
Refer To	Refer To

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

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

CERTIFIED
CERTIFIED
MAY 19 2003
ATLANTA CITY COUNCIL PRESIDENT
Catherine M. Woolard

CERTIFIED
MAY 19 2003
Rhonda Dauphin Johnson
MUNICIPAL CLERK

APPROVED
MAYOR'S ACTION
MAY 27 2003
Shirley Franklin