A RESOLUTION **01-R-1233**

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0463-7X WITH THE FAA FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA TO RELOCATE THE REMOTE RECEIVER (RR) FACILITY AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT UP TO AN ESTIMATED AMOUNT NOT TO EXCEED $508,536.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 574001 R21E010493CG; 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; and

WHEREAS, the City and the FAA have determined that the existing FAA Remote Receiver Facility must be relocated in connection with the Eastside Terminal construction project on the east side of the Central Passenger Terminal Complex, to minimize potential adverse operational impacts on the Facility; and

WHEREAS, the FAA will perform certain services required to accomplish project, as hereinafter described, subject to the reimbursement of the cost thereof by the City, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and he hereby is authorized to execute on behalf of the City of Atlanta Reimbursable Agreement No. SO-0463-7X, which shall provide for the FAA to perform the services described in that copy of said Agreement attached hereto as Attachment I and made a part hereof by reference, to accomplish the Remote Receiver Facility relocation project at Hartsfield Atlanta International Airport, for an estimated cost of $508,536.00, and with the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H27 574001 R21E010493CG.

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

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.

Agreement Number: SO-0463-07X

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 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 (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:

A.Due to the Airport Owner's desire to construct an Eastside Terminal, the existing Remote Receiver (RR) Facility will be adversely impacted, and will need to be relocated. The existing RR is in close proximity to the Atlanta System Management Office. The Remote Receiver Facilities (RR)'s will be relocated to the North side and South side of Concourse "E" contingent upon satisfactory frequency coverage and radio frequency interference (RFI) analysis. In the event that RFI is present after establishing the site, the FAA will require the City of Atlanta to provide sufficient funding to procure equipment enabling the FAA to resolve the RFI problems at the RR site. The project titled "Relocate the Remote Receiver (RR) Facility at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. The goal is to have the RR relocated to the new site by December 2001 or another date mutually agreed upon by The City of Atlanta and the FAA. For the project, the Airport Owner and the FAA will provide the described services, supplies, and equipment for the relocation of the RR at the prices indicated. The following is a detailed list of the specific aspects of performance, services and responsibilities:

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

1. Provide all applicable and available site specific facility reference drawings. Provide the FAA Southern Region Computer-Aided Engineering Graphics (CAEG) Drawing Standards package to assist the firm with standards compliance. This package will include example drawings (paper and electronic copies), map files, symbol libraries and related documentation.

2. Develop civil and electronics design requirements for relocation of the RR equipment. The design reviews will be performed at the 35%, 60% and 90% stages and will have a maximum turnaround time of 30 calendar days. At minimum, the 90% design review meeting will include an on-site review meeting between the FAA and the Airport Owner's design team. Other on-site meetings will be scheduled according to project complexity as required.

3.Provide a resident engineer (RE) as needed. The RE will have no contractual relationship with the Airport Owner's contractor. The RE will have final authority to approve/disapprove construction.

4. Install Remote Receiver antenna's and cabling in the City of Atlanta's provided conduits.

5.Provide Technical On-site Representatives (TORs) to perform installation and tune-up of the RR electronics equipment. The TOR will be on-site from the start of the electronics installation through completion and on an as-needed basis after installation is completed. The TOR will also be on-site during return to service (cutover).

6. Participate in a Civil Acceptance Inspections (CAI) with the Airport Owner.

7.Prepare no-cost lease requests for all properties with the Airport Owner for the new RR sites.

8.Provide and install connection devices to the lightning protection and grounding system.

C.The Airport Owner will perform the following:

1.Site surveys to determine acceptable sites to relocate the RR facilities. The FAA shall have final authority to choose the best site from locations offered by the contractor.

2.Provide all available site specific airport reference drawings. These drawings will include a layout of the two equipment rooms in Concourse E.

3.Provide legal description, site elevation, geographic coordinates and other documents required for establishing new leases. The Airport Owner shall execute appropriate leases for the RR facility.

4.Accomplish FAA requirements (reference Article 1.B.2) and provide construction drawings and specifications that comply with the FAA Southern Region CAEG Standards and current FAA design criteria.

5.Provide appropriate diverse duct for the entire fiber optic cable run.

6.Obtain all necessary environmental and construction permits. This will include the submittal of FAA Form 7460-1 for airspace coordination.

7.Accomplish contracting and construction in accordance with plans and specifications approved by the FAA.

8.Provide 120/240 volt commercial power source with back-up engine generator for the new RR sites. The FAA will provide, at the Airport Owner's expense a separate direct current (D.C.) power source at each R R site to meet FAA Power Policy requirements.

9. Provide lightning protection air terminal system for all roof mounted antennas.

10. Provide and install conduit at the roof penetration and a cable tray system a minimum of 12"wide enclosed for all antenna supports.

11.Due to the potential for having radio frequency interference problems (RFI) at Hartsfield Airport, a Direction Finder (DF) will be required and provided at the Airport Owner's expense. Space for the DF and other requirements will need to be provided to the FAA by the City of Atlanta, location is pending FAA site visit.

12.Install existing spare Himast (LLWAS) pole to support the DF antennas.

13.Provide a designated representative who will be readily available to the FAA during the RR installation. This representative will be responsible for communicating and facilitating resolution of FAA concerns with the Airport Owner's contractor.

14.Participate in and correct exceptions as noted in the contract acceptance inspection (CAI) or by the FAA R.E.

15.Provide "As-Built" drawings to the FAA in paper and electronic file transfer form as specified by FAA CAEG.

16. Provide secured equipment rooms at the North and Southern ends of Concourse E for the FAA use, including performing all electrical, architectural and mechanical improvements.

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

RR Relocations;

1. Plant Engineering (CC1)	$ 6,000.00
2. Electronic Engineering (CC2)	$ 37,200.00
3. Construction Costs (CC3)	$ 29,000.00
4. Electronic Installation (labor)(CC4)	$ 49,000.00
5. Other Installation (material) (CC4) (includes equipment, cables,test equipment)	$161,000.00
6. Drafting (CC6)	$ 5,400.00
7. Purchase 2 racks with fiber optics equipment	$ 26,000.00
8. Purchase 2 extra channel banks (miscellaneous)	$ 10,000.00
9. Purchase cable and splicing	$ 20,000.00
10. Purchase D. F. System (mobile, semi-fixed)	$ 50,000.00
11.Installation of D. F. System	$ 10,000.00
Subtotal	**$403,600.00**
+ 26% Administrative Overhead	$104,936.00
Total	**$508,536.00**

E.No services or supplies, other than listed above, will be furnished under this agreement unless agreed upon by the FAA and The City of Atlanta.

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 01 (10/1/00 - 9/30/01)	$400,000.00
FY 02 (10/1/01 – 9/30/02)	$108,536.00

ARTICLE II - Period of Agreement

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

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, upon revocation of the agreement as provided herein, the Airport Owner will reimburse the FAA for all costs incurred up to that time as a result of this agreement.

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

E.Billing will be made by 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 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 there of 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 by either party upon 30 days advance written notice.

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 arising out of the work performed under this agreement. 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 or her employment, the provisions of the Federal Tort Claims Act, 28 U. S. Code, Section 2671, et seg., shall control.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA designated representatives, the Airport Owner agrees to reimburse the FAA, to the extent permitted by law, for any damage to or destruction of FAA property arising out of work under this agreement.

ARTICLE IX - Funds Availability
Not applicable.

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_____
TITLE Mgr, Acquisition & Real Estate Branch	TITLE _____
DATE_____	DATE_____

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon

General Manager's Signature: MCD.

From: Originating Dept. Aviation

Contact Person: Dan Molloy 404-530-6600

Committees of Purview: TC

Committee Deadline: 8/03/01

Committee Meetings: 8/15/01

City Council Meeting: 8/20/01

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0463-7X WITH THE FAA FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA TO RELOCATE THE REMOTE RECEIVER (RR) FACILITY AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT UP TO AN ESTIMATED AMOUNT NOT TO EXCEED $508,536.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H27 574001 R21E010493CG; AND FOR OTHER PURPOSES.

BACKGROUND/DISCUSSION: This paper is needed to authorize payment of the cost for the FAA to provide services, supplies, and equipment for the relocation of the Remote Receiver Facility to the north and the south side of Concourse E, in connection with new Eastside Terminal Development project. The City, as owner and operator of the Airport, is required by Federal Regulations to pay all the costs incurred by the FAA in connection with relocation of NAVAIDS. A study by the FAA indicates that the Remote Receiver Facility will be adversely impacted by the project and must be relocated.

FINANCIAL IMPACT: $508,536.00 SOURCE: 2000 Airport Revenue Bond Fund

F.A.C. number and availability of funds certified by Tracy Curry .
Financial Analyst

Mayor's Staff Only:

Received by Mayor's Office: 7/31/01 (Date)

Reviewed: _____ (Initials) (Date)

Submitted to Council: _____

Action by Committee: _____Approved _____Adversed _____Held

_____Amended _____Substitute _____Referred _____Other