

**A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 WITH GRASSCO LANDSCAPE MANAGEMENT, LLC, FOR FC-6006007907, EXTERIOR GROUNDS MAINTENANCE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$3,088,962.00 FOR THREE YEARS; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 180303 (MAINTENANCE TERMINAL) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.**

**Workflow List:**

Jeff Strickland	Completed	05/29/2014 4:56 PM
Miguel Southwell	Completed	05/30/2014 3:09 PM
Finance	Completed	06/02/2014 12:24 PM
Procurement	Completed	06/02/2014 12:28 PM
Adam Smith	Completed	06/02/2014 12:32 PM
Mayor's Office	Completed	06/02/2014 1:23 PM
Office of Research and Policy Analysis	Completed	06/03/2014 9:41 AM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

LEGISLATION HISTORY – BLUE BACK

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

**A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 WITH GRASSCO LANDSCAPE MANAGEMENT, LLC, FOR FC-6006007907, EXTERIOR GROUNDS MAINTENANCE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$3,088,962.00 FOR THREE YEARS; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 180303 (MAINTENANCE TERMINAL) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta (“City”) owns and operates Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, effective March 27, 2007, the City entered into FC-6006007907, Exterior Grounds Maintenance Services (“Contract”) with Grassco Landscape Management, LLC (“Grassco”), to provide exterior landscape maintenance services at Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, the initial term of the Contract was four (4) years, with options for two (2) separate, consecutive three (3) year renewals, such options to be exercised at the sole discretion of the City; and

WHEREAS, the City exercised its first option to renew the Contract for an additional three years, effective March 27, 2011 through March 26, 2014, pursuant to Resolution No. 11-R-0348, and exercised its second option to renew the Contract for an additional three years effective March 27, 2014 through March 26, 2017, pursuant to Resolution No. 14-R-3184.

WHEREAS, the City desires to further amend the scope of services under the Contract to include landscape services for the inbound roadway areas of the Airport for an additional \$150,000 per year; and

WHEREAS, Resolution No. 14-R-3184 stated that the remaining three year term would be completed at a total cost not-to-exceed \$295,374.00; however, that amount only covers Grassco’s services through the end of this fiscal year (June 30, 2014); and

WHEREAS, the City desires to further amend the Contract to include the annual amount of \$1,029,654 per year (which includes the above requested \$150,000.00); and

WHEREAS, the Aviation General Manager and Chief Procurement Officer have reviewed the Service Agreement and recommended the scope of services under the Contract be amended to include the inbound roadway areas of the Airport and to amend the not-to-exceed Contract amount.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute Renewal Agreement No. 2 with Grassco Landscape

Management, LLC, for FC-6006007907, Exterior Grounds Maintenance Services at Hartsfield-Jackson Atlanta International Airport at an annual compensation amount not to exceed \$1,029,654.00. Payments will be disbursed as follows:

March 27, 2014 - June 30, 2014: (previously approved by Resolution No. 14-R-3184)

\$295,374.00                      5501.180303.5212001.7563000

July 1, 2014 - June 30, 2015:

\$1,029,654.00                      5501.180303.5212001.7563000

July 1, 2015 - June 30, 2016:

\$1,029,654.00                      5501.180303.5212001.7563000

July 1, 2016 - March 26, 2017:

\$734,280.00                      5501.180303.5212001.7563000

BE IT FURTHER RESOLVED, that the scope of services under the Contract shall be amended to include landscape services for the inbound roadway areas of the Airport and the payment for such additional services (\$150,000.00 Annually) is included in the total payment amounts listed above.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from FDOA: 5501 (Airport Revenue Fund) 180303 (Maintenance Terminal) 5212001 (Consulting/Professional Services) 7563000 (Airport).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare a document memorializing Renewal Agreement No. 2 for execution by the Mayor.

AND FINALLY BE IT RESOLVED, that Renewal Agreement No. 2 shall not become binding upon the City and the City shall incur no obligation or liability under it until it has been duly executed by Grassco Landscape Management, LLC, returned to the City with all required submittals, including insurance and bonding, if applicable, executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered back to Grassco Landscape Management, LLC.

**EXTERIOR GROUNDS MAINTENANCE SERVICES  
AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**(Contract No. FC-6006007907)**

**RENEWAL AGREEMENT**

This **RENEWAL AGREEMENT** is effective on March 27, 2014, between the City of Atlanta (“City”) and Grassco Landscape Maintenance, LLC, a Georgia Limited Liability Company (“Grassco”). The City and Grassco are collectively referred to herein as the ‘parties’ or ‘Parties’ and individually each is sometimes referred to herein as ‘party’ or ‘Party’.

**RECITALS**

**WHEREAS**, the City, on behalf of its Department of Aviation, and Grassco entered into Contract No. FC-6006007907 – Exterior Grounds Maintenance Services at Hartsfield-Jackson Atlanta International Airport (“Contract”), on March 27, 2007, pursuant to Resolution No. 06-R-2372;

**WHEREAS**, the base term of the Contract was four (4) years, with two (2) separate, consecutive three (3) year renewal options to be exercised at the sole discretion of the City;

**WHEREAS**, the initial four (4) year term had an expiration date of March 26, 2011;

**WHEREAS**, Grassco has performed the Contract in a satisfactory manner and is not in default thereunder;

**WHEREAS**, the Chief Procurement Officer and the Aviation General Manager recommended the exercise of the renewals of the Contract; and,

**WHEREAS**, the City exercised its first option to renew the Contract for an additional three years, effective March 27, 2011 through March 26, 2014, pursuant to Resolution No. 11-R-0348, and exercised its second option to renew the Contract for an additional three years effective March 27, 2014 through March 26, 2017, pursuant to Resolution No. 14-R-3184.

**AGREEMENT**

**NOW THEREFORE**, the parties to the Contract desire to execute this Renewal Agreement, and hereby agree to the above Recitals and as follows:

- 1. This Contract renewal is effective March 27, 2014 and shall remain in effect, unless earlier terminated pursuant to the terms of the Contract, until March 26, 2017.
- 2. The Scope of Services under the Contract is amended to include all necessary landscape services for the Maynard H. Jackson, Jr. International Terminal (“MHJIT”) and for the inbound roadway areas of the Airport.
- 3. Payment for the Services, as herein amended, shall be as follows:
 

a. March 27, 2014 – June 30, 2014	\$ 295,374.00
b. July 1, 2014 – June 30, 2015	\$1,029,654.00
c. July 1, 2015 – June 30, 2016	\$1,029,654.00
d. July 1, 2016 – March 26, 2017	\$ 734,280.00
- 4. The annual amounts referenced above shall be payable by City to Grassco in accordance with the payment provisions contained in the Contract.
- 5. Except as modified by this Renewal Agreement, all other terms and provisions of the Contract shall remain in full force and effect.

Attachment: Grassco Renewal Agreement (14-R-3736 : Grassco Landscape Management)

6. The parties hereto further agree that this Renewal Agreement shall not become binding on the City, and the City shall incur no liability under it, until this Renewal Agreement has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Grassco.

**CITY:**

**GRASSCO:**

**GRASSCO LANDSCAPE  
MANAGEMENT, LLC,  
a Georgia Limited Liability Company**

\_\_\_\_\_  
Mayor

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ATTEST:**

**TITLE:** \_\_\_\_\_

\_\_\_\_\_  
Municipal Clerk (Seal)

**RECOMMENDED:**

\_\_\_\_\_  
Chief Procurement Officer

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Aviation General Manager

\_\_\_\_\_  
Sr. Assistant City Attorney

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:**

**Caption:**

**Council Meeting Date:**

**Requesting Dept.:**

**FAC Confirmed by:**

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

A Resolution authorizing the Mayor to execute Renewal Agreement No. 2 with Grassco Landscape Management, LLC, for FC-6006007907, Exterior Grounds Maintenance Services at Hartsfield-Jackson Atlanta International Airport.

**2. Please provide background information regarding this legislation.**

The City desires to further amend the scope of services under the Contract to include landscape services for the inbound roadway areas of the Airport for an additional \$150,000 per year; and Resolution No. 14-R-3184 stated that the remaining three year term would be completed at a total cost not-to-exceed \$295,374.00; however, that amount only covers Grassco's services through the end of this fiscal year (June 30, 2014); and The City desires to further amend the Contract to include the annual amount of \$1,029,654 per year (which includes the above requested \$150,000).

Component A, Routine Exterior Grounds Maintenance Services at the Airport, includes the complete care and guarantee of all planted trees, plants, ground covers, policing all areas, picking up debris, dead branches, leaves, etc., lawn areas. Component B, Airport Noise Abatement Property Maintenance Services, involves periodic, limited property maintenance services intended to curtail overgrowth and dumping on certain parcels of real property located in jurisdictions surrounding the airport, acquired by the City from time to time in connection with its airport Noise Abatement Program, and miscellaneous maintenance of Airport Facilities as requested.

Contractor shall maintain a valid, local herbicide applicator and operator's license and use chemicals in strict accordance with federal, state, county, and local directives on environmental control. Chemicals shall have an EPA approval number. All work shall be performed in compliance with Terms & Conditions Section 46.0 Environmental Regulations.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** Four (4) years, with options for two (2) separate, consecutive three (3) year renewal terms, such options to be exercised at the sole discretion of the City. This is the 2nd renewal option.

**4. Fund Account Center (Ex. Name and number):** Maintenance Contract, Administration.

Fund:   5501                        Account: 5212001                        Center: 180303                  

**5. Source of Funds:** *Example: Local Assistance Grant*

**6. Fiscal Impact:**

*Example: This legislation will result in a reduction in the amount of \_\_\_\_\_ to Fund Account Center Number \_\_\_\_\_.*

**7. Method of Cost Recovery:**

*Examples:*

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

**This Legislative Request Form Was Prepared By:** Robert Palmer

Attachment: Grassco Renewal Request Form (14-R-3736 : Grassco Landscape Management)

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 05/23/14

Anticipated Committee Meeting Date(s): 06/11/14

Anticipated Full Council Date: 06/16/14

Legislative Counsel's Signature: Jeffrey Strickland

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: [Signature]

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 WITH GRASSCO LANDSCAPE MANAGEMENT, LLC, FOR FC-6006007907, EXTERIOR GROUNDS MAINTENANCE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$3,088,962.00 FOR THREE YEARS; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 180303 (MAINTENANCE TERMINAL) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$3,088,962.00

Mayor's Staff Only

Received by CPO: 5/15/14  
(date)

Received by LC from CPO: [Signature]  
(date)

Received by Mayor's Office: [Signature]  
(date)

Reviewed by: [Signature]  
(date)

Submitted to Council: \_\_\_\_\_  
(date)

**Legislative White Paper****Committee of Purview:** Transportation**Caption:**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 WITH GRASSCO LANDSCAPE MANAGEMENT, LLC, FOR FC-6006007907, EXTERIOR GROUNDS MAINTENANCE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$3,088,962.00 FOR THREE YEARS; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 180303 (MAINTENANCE TERMINAL) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.**

**Council Meeting Date:** 06/16/14**Legislation Title:** Renewal Agreement No. 2 with Grassco Landscape Management, LLC**Requesting Dept.:** Aviation**Contract Type:** Professional Services**Source Selection:** N/A**Bids/Proposals Due:** N/A**Invitations Issued:** N/A**Number of Bids/  
Proposals Received:** N/A**Bidders/Proponents:** N/A**Background:**

A Resolution authorizing the Mayor to execute Renewal Agreement No. 2 with Grassco Landscape Management, LLC, for FC-6006007907, Exterior Grounds Maintenance Services at Hartsfield-Jackson Atlanta International Airport.

The City desires to further amend the scope of services under the Contract to include landscape services for the inbound roadway areas of the Airport for an additional \$150,000 per year; and Resolution No. 14-R-3184 stated that the remaining three year term would be completed at a total cost not-to-exceed \$295,374.00; however, that amount only covers Grassco's services through the end of this fiscal year (June 30, 2014); and The City desires to further amend the Contract to include the annual amount of \$1,029,654 per year (which includes the above requested \$150,000).

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**Source of Funds:** Airport Revenue Funds

**Fiscal Impact:** \$3,088,962.00

**Term of Contract:** Three years

**Method of Cost Recovery:** N/A

**Approvals:**

**DOF:** yes

**DOL:** yes

**Prepared By:** Anita Williams

**Contact Number:** 404-382-2313