FIRST AMENDMENT OF CITY SECRETARY CONTRACT NO. 62832, A NON-EXCLUSIVE MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF FORT WORTH AND REEDER INDUSTRIES, INC.

This FIRST AMENDMENT OF CITY SECRETARY CONTRACT NUMBER 62832 ("First Amendment") is made and entered into by and between the CITY OF FORT WORTH ("City"), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and REEDER INDUSTRIES, INC. ("Contractor"), a Texas corporation acting by and through its duly authorized representative.

**WHEREAS**, through ITB/RFP No. 25-0005 ("Bid"), the City solicited bids to award non-exclusive agreements to multiple bidders for mowing and grounds maintenance services on an as-needed basis with an initial aggregate amount not to exceed \$6,570,000.00 for all contracts awarded to the successful bidders during the initial term;

WHEREAS, Contractor was one of the successful bidders awarded a contract to provide non-exclusive mowing and grounds maintenance services to the City;

WHEREAS, the City and Contractor entered into a non-exclusive mowing and grounds maintenance services agreement, City Secretary Contract Number 62832 ("Agreement");

WHEREAS, the parties now desire to amend portions of Section 2 of the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Contractor agree to renew and amend the Agreement as follows:

T.

Section 2.2 is hereby amended by deleting it in its entirety and replacing it with the following:

2.2 Contractor understands and agrees that the City will award non-exclusive purchase agreements to multiple bidders for mowing and grounds maintenance services as outlined in the Bid, which is on file with the City's Purchasing Department. Contractor further understands that the aggregate not-to-exceed amount of all contracts awarded to multiple contractors under the Bid will be in an amount not to exceed **Six Million Five Hundred Seventy Thousand Dollars and Zero Cents (\$6,570,000.00) during the initial term,** and the City makes no promise or guarantee of the total amount of work that will be assigned to Contractor under this Agreement. If the City decides to renew the agreement, the maximum aggregate compensation amounts for each renewal period for all contracts awarded to multiple contractors will not exceed the following: \$6,898,500.00 during the first renewal period, \$7,243,425.00 during the second

renewal period, \$7,605,596.25 during the third renewal period, \$7,985,876.06 during the fourth renewal period, and \$8,385,169.86 during the fifth renewal period.

II.

- 1. All other terms and conditions of the Agreement remain in full force and effect except as specifically set forth in this First Amendment.
- 2. All terms of this First Amendment that are capitalized but not defined herein have the meanings assigned to them in the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF,** the City and Contractor have executed his First Amendment to be effective on February 27, 2025.

REEDER INDUSTRIES, INC.

By: Blake Reeder (Mar 7, 2025 12:13 CST)

Date: 03/07/2025

Blake Reeder

President

# **CITY OF FORT WORTH**

By: Dana Burghdoff (Mar 10, 2025 13:40 CDT)

Dana Burghdoff

Assistant City Manager

Date: 03/10/2025

Recommended:

Dave Lewis, Director

Park & Recreation Department

Jul 1 Mc July McKnight (Mar 7, 2025 10:25 CST)

Joel W. McKnight, Assistant Director

Park & Recreation Department

# APPROVED AS TO FORM AND LEGALITY:

Trey Qualls

Trey Qualls

Assistant City Attornev

ATTEST:

Japanese & Service

Jannette S. Goodall City Secretary

M&C: 25-0153 (February 25, 2025)

Form 1295: 2025-1255651

# **Contract Compliance Manager:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including all performance and reporting requirements.

TEXAS

Christopher Swindle

Sr. Contract Compliance Specialist

OFFICIAL RECORD CITY SECRETARY FT. WORTH, TX

# CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2025-1255651 Reeder Industries Inc. Amarillo, TX United States Date Filed: 01/09/2025 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Fort Worth Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 25-0005 RFP GROUNDS MAINTENANCE Nature of interest City, State, Country (place of business) (check applicable) Name of Interested Party Intermediary Controlling X Amarillo, TX United States Reeder Industries Inc. 5 Check only if there is NO Interested Party. **UNSWORN DECLARATION** 03/03/1982 My name is , and my date of birth is Amarillo 11902 Interstate 27 79119 US My address is \_ (state) (street) (city) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Randall 25

Forms provided by Texas Ethics Commission

Executed in

www.ethics.state.tx.us

County, State of

Texas

Signature of authorize

on the

(Beclarant)

day of

ent of contracting business entity

Version V4.1.0.5dd2ace2

(year)

(month)

Official site of the City of Fort Worth, Texas

# CITY COUNCIL AGEND



### **Create New From This M&C**

13P RFP 25-0005

DATE: 2/25/2025 REFERENCE MAC 25- LOG NAME: GROUNDS MAINTENANCE 0153

**KQ PARD** 

CODE: P TYPE: CONSENT PUBLIC NO HEARING:

SUBJECT: (ALL) Authorize Execution of Non-Exclusive Agreements with Identified Vendors for

Grounds Maintenance Services in an Annual Amount Up to \$6,570,000.00 for the Initial Term and Authorize Five One-Year Renewal Options for Up to \$6,898,500.00 for Renewal 1, \$7,243,425.00 for Renewal 2, \$7,605,596.25 for Renewal 3, \$7,985,876.06 for Renewal 4, and \$8,385,169.86 for Renewal 5 for the Park & Recreation, Police, and

**Property Management Departments** 

#### **RECOMMENDATION:**

It is recommended that the City Council authorize non-exclusive agreements with BrightView Landscape Services, Inc., Incircle Management, Inc., Lawn Patrol Service, Inc., SRH Landscapes, LLC, Civilian Division, LLC dba GI Mow, Scott Landscape Maintenance, Inc., Perfect Finish Landscaping, LLC, Reeder Industries, Inc. dba Reeder Landscape, Presbyterian Night Shelter of Tarrant County, Inc. for grounds maintenance services in an annual amount up to \$6,570,000.00 for the initial term and authorize five one-year renewal options for up to \$6,898,500.00 for renewal 1, \$7,243,425.00 for renewal 2, \$7,605,596.25 for renewal 3, and \$7,985,876.06 for renewal 4, and \$8,385,169.86 for renewal 5 for the Park & Recreation, Police and Property Management Departments.

# **DISCUSSION:**

The Park & Recreation Department approached the Purchasing Division to establish an annual agreement for grounds maintenance services including but not limited to mowing, trimming, and litter pick up for City-owned lots, parks, facilities, rights of way, and traffic dividers for the Park & Recreation, Police, and Property Management Departments. Purchasing Staff issued Request for Proposal (RFP) No. 25-0005. The RFP consisted of detailed specifications listing the locations, frequency, and quality of the grounds maintenance services to be performed.

The RFP was advertised in the *Fort Worth Star-Telegram* on October 23, 2024, October 30, 2024, November 6, 2024, November 13, 2024, and November 20, 2024. The City received 17 bids.

Abescape Group, LLC, Lawn Escapades and General Contracting, Leon's Landscape Services, LLC and Prestige Worldwide Services, LLC were deemed non-responsive by the Diversity and Inclusion Department/Business Equity Division for failure to comply with the established Business Equity Goal.

The remaining 13 responses were evaluated by an evaluation panel consisting of representatives from the Park & Recreation, Diversity and Inclusion, and Code Compliance Departments reviewed and scored the submissions using Best Value criteria.

After evaluation, Bea-Son Tractor Mowing dba BST Mowing was deemed non-responsive and eliminated from the evaluation process as the firm did not meet 50\% of the technical points necessary to move forward to cost evaluation. Once the technical evaluation was completed, Purchasing staff allocated points associated with pricing to each vendor. The individual scores were averaged for each of the criteria and the final scores are listed in the table below:

Proposer	а	b	С	d	Total Score

BrightView Landscape Services Inc.	26.40	17.60	13.50	20.29	77.79
Incircle Management, Inc.	22.80	15.20	11.40	25.23	74.63
Lawn Patrol Service, Inc.	25.80	17.20	13.50	16.49	72.99
SRH Landscapes, LLC	24.60	17.20	12.30	15.46	69.56
Civilian Division, LLC dba GI Mow	24.60	16.00	11.70	10.17	62.47
Scott Landscape Maintenance, Inc.	24.00	16.80	11.10	7.19	59.09
Perfect Finish Landscaping, LLC	20.40	11.60	8.10	17.46	57.56
Reeder Industries, Inc. dba Reeder Landscape	15.00	13.20	9.90	14.96	53.06
Presbyterian Night Shelter of Tarrant County, Inc.	21.00	14.40	10.50	7.04	52.94
L. A. T. E. LLC	18.00	12.80	9.30	9.87	49.97
Royce Lawn & Landscaping, LLC	14.40	10.00	9.30	10.30	44.00
WCD Enterprises LLC	18.00	11.60	7.20	2.70	39.50

Best Value Criteria:

- a) Ability to Meet the City's Needs
- b) Qualifications and Experience
- c) Approach to Perform Services
- d) Cost

After evaluation, the panel concluded that BrightView Landscape Services, Inc., Incircle Management,

First Amendment of CSC 62832 6 of 9

Inc., Lawn Patrol Service, Inc., SRH Landscapes, LLC, Civilian Division, LLC dba GI Mow, Scott Landscape Maintenance, Inc., Perfect Finish Landscaping, LLC, Reeder Industries, Inc. dba Reeder Landscape, and Presbyterian Night Shelter of Tarrant County, Inc. presented the best value for the City. Therefore, the panel recommends that Council authorize non-exclusive agreements to these identified vendors. No guarantee was made that a specific amount of services would be purchased. Staff certifies that the recommended vendor responses met bid specifications.

A 1295 form is not required for that BrightView Landscape Service, Inc. as they are a publicly traded company.

Funding is budgeted in the General Operating & Maintenance category in the General Fund for the Park & Recreation, Police and Property Management Departments. The maximum amount allowed under these agreements will be \$6,570,000.00 with a 5\% increase for each renewal period to allow for price increases on labor and materials, and inventory change on City owned properties; however, the actual amount used will be based on the need of the department and available budget.

BUSINESS EQUITY: The Business Equity Division placed a 5.2\% business equity goal on this solicitation/contract.

Brightview Landscapes LLC., will be exceeding the goal at 6\%, meeting the City's Business Equity Ordinance. Any changes in subcontractors will be reviewed by the Business Equity Division. GIMOW, submitted a Prime Waiver Form, which is in accordance with the City's Business Equity Ordinance. Prime Company, Inc., will be self-performing the entire scope of the contract. Incircle Management Inc., will be exceeding the goal at 10\%, meeting the City's Business Equity Ordinance. Any changes in subcontractors will be reviewed by the Business Equity Division. Lawn Patrol Service Inc., will be exceeding the goal at 100\% as a Business Equity Prime and self-performing the scope of the services, meeting the City's Business Equity Ordinance. Any changes in subcontractors will be reviewed by the Business Equity Division.

NTSM dba Perfect Finish Landscaping, submitted a Prime Waiver Form, which is in accordance with the City's Business Equity Ordinance. Prime Company, Inc., will be self-performing the entire scope of the contract.

Presbyterian Night Shelter, submitted a Prime Waiver Form, which is in accordance with the City's Business Equity Ordinance. Prime Company, Inc., will be self-performing the entire scope of the contract.

Reeder Industries Inc., submitted a Prime Waiver Form, which is in accordance with the City's Business Equity Ordinance. Prime Company, Inc., will be self-performing the entire scope of the contract.

Scott Landscape Maintenance Inc., has greed/committed to utilize 5.2\% business equity subcontractor participation for the scope of work, meeting the City's Business Equity Ordinance. Any changes in subcontractors will be reviewed by the Business Equity Division. SRH Landscapes LLC., will be exceeding the goal at 25\%, meeting the City's Business Equity Ordinance. Any changes in subcontractors will be reviewed by the Business Equity Division. AGREEMENT TERMS: Upon City Council approval, these non-exclusive agreements shall begin upon execution and expire one year from that date.

RENEWAL OPTIONS: The non-exclusive contracts may be renewed for up to five (5) one-year terms at the City's option for up to \$6,898,500.00 for renewal 1, \$7,243,425.00 for renewal 2, \$7,605,596.25 for renewal 3, \$7,985,876.06 for renewal 4, and \$8,385,169.86 for renewal 5. This action does not require specific City Council approval provided that City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal term, nor does this action guarantee a cost increase to contractors.

ADMINISTRATIVE CHANGE ORDER: An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

### FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the General Fund to support the approval of the above

recommendation and award of the contracts. Prior to any expenditure being incurred, the Property Management, Police and Park and Recreation Departments have the responsibility to validate the availability of funds.

#### BQN\\

#### TO

Fund	Department	Account	Project	Program	Activity	Budget	Reference #	Amount
	ID		IĎ			Year	(Chartfield 2)	

#### **FROM**

Fund	Department	Account	Project	Program	Activity	Budget	Reference #	Amount
	ID		ID	,-		Year	(Chartfield 2)	

Reginald Zeno (8517) **Submitted for City Manager's Office by:** 

Jesica McEachern (5804)

Reginald Zeno (8517) **Originating Department Head:** 

Richard Zavala (5711)

Brandy Hazel (8087) **Additional Information Contact:** 

Karen Quintero (8321)

#### **ATTACHMENTS**

1295 Form - 25-0005 - SRH.pdf (CFW Internal)

1295 Form - 25-0005 Gi-Mow.pdf (CFW Internal)

1295 Form - 25-0005 InCircle.pdf (CFW Internal)

1295 Form - 25-0005 Perfect Finish.pdf (CFW Internal)

1295 Form - 25-0005 Presbyterian.pdf (CFW Internal)

1295 Form - 25-0005 Reeder.pdf (CFW Internal)

1295 Form - 25-0005 Scott.pdf (CFW Internal)

1295 Form - Lawn Patrol.pdf (CFW Internal)

13P RFP 25-0005 GROUNDS MAINTENANCE Fid table.xlsx (CFW Internal)

13P RFP 25-0005 GROUNDS MAINTENANCE KQ PARD funds avail.docx (CFW Internal)

25-0005 (RFP Ground Maintenance- Formally Landscaping Services) Compliance Memo.pdf (CFW Internal)

SAM.gov - Brightview 1.9.25.pdf (CFW Internal)

SAM.gov - GI Mow - No Results 1.9.25.pdf (CFW Internal)

SAM.gov - Incircle 1.9.25.pdf (CFW Internal)

SAM.gov - Lawn Patrol - No results 1.9.25.pdf (CFW Internal)

SAM.gov - Perfect Finish - No Results 1.9.25.pdf (CFW Internal)

SAM.gov - Presbyterian 1.9.25.pdf (CFW Internal)

SAM.gov - Reeder 1.9.25.pdf (CFW Internal)

SAM.gov - Scott - No Results 1.9.25.pdf (CFW Internal)

SAM.gov - SRH - No Results 1.9.25.pdf (CFW Internal)

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- SOS GI Mow 1.9.25.pdf (CFW Internal)
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- SOS Presbyterian 1.9.25.pdf (CFW Internal)
- SOS Reeder 1.9.25.pdf (CFW Internal)
- SOS Scotts 1.9.25.pdf (CFW Internal)
- SOS SRH 1.9.25.pdf (CFW Internal)