



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/27/2024

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-130: BY AND BETWEEN THE CITY OF NORMAN AND MTS BRUSHHOGGING, DOZER & LAWN, L.L.C., FOR EMERGENCY SNOW REMOVAL.

BACKGROUND:

Winters in Oklahoma can be harsh and treacherous. When winter storms sweep through Norman, many City Staff must still provide services to the citizens of Norman, including Emergency services such as police, street crews, traffic crews, FEMA shelters and facility maintenance, and other essential services such as trash, bill pay, permits, and city governance. For years, Park Maintenance staff has cleared snow and ice from the City Hall complex, East Side Library, Central Library, Whittier, Irving, and 12th Street Recreation centers, The Train Depot, the Senior Center, and new additions such as the downtown transit center, Adult Wellness and Education center, and the Young Family Athletic Center. In recent years, Park Maintenance has relocated to North Base. Previously, at the North Base site, Line Maintenance staff would clear the road for the mechanic shops, fuel stations, transit facility, and CNG station to allow critical City Staff to function and provide transportation to the citizens in Norman.

Very recently, Line Maintenance has moved away from North Base to a new location on the east side of Norman. The relocation makes logistics difficult for Line Maintenance to continue to operate as the snow removal crew for North Base. Park Maintenance will assume the role of snow removal and clearing for North Base for emergency services, fuel, and transportation. This responsibility will stretch the staff's ability to earn, service, and maintain sidewalks and parking lots at these other locations at a safe and acceptable level during storms with high precipitation rates.

DISCUSSION:

Emergency action plans typically recommend having prepositioned agreements with more than one company if one is unresponsive or incapable of responding in a reasonable amount of time. These are stand-by agreements with no associated value. For bid purposes, City Staff requested unit pricing for person-hours and equipment hours used. Additional items would be the cost of

ice melt and quantities of equipment. The agreement does not have a value until a work order is developed and a "Notice to Proceed" is issued by the City Staff.

The City of Norman Staff requests to execute agreements with two companies in preposition contracts. These prepositioned contracts will be for one year with the option for renewal for four consecutive years. It is essential to have multiple prepositioned contracts in case additional assistance is needed by more than one company and to protect price gauging in times of desperation. The two companies and their associated bids were as follows:

1. Pitzer's Lawn Management Company
 - a. Snow plow/operator - \$165/hr
 - b. Construction equipment/operator - \$165/hr
 - c. Sidewalk clearing labor - \$49/hr
 - d. Ice Melt per lbs. - \$0.75/lbs.

2. MTS Brushhogging, Dozer & Lawn LLC
 - a. Snow plow/operator - \$200/hr
 - b. Construction equipment/operator - \$140/hr
 - c. Sidewalk clearing labor - \$40/hr
 - d. Ice Melt per lbs. - \$0.80/lbs.

Staff recommends that the City enter into a prepositioned agreement with each of the two lowest qualified bidders. During a snow event, staff will call the lowest bidder, and if they are still waiting to respond within the timeframe listed in the work order issued under the agreement, staff will contact the second lowest bidder to answer.

The pre-positioned agreement will be effective for a period of one year, with the option for the Council to extend the contract for four additional one-year periods upon mutual agreement of both parties, for a maximum contract term of five years. If both the City and the contractor agree upon agreement renewal, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the twelve months prior to renewal or 5%, whichever is less. Prices are locked in for a one-year period. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

RECOMMENDATION:

Staff recommends that contract K-2324-130 for snow removal of City facilities be awarded to MTS Brushhogging, Dozer & Lawn, L.L.C., on an on-call basis under the condition that Pitzer Lawn Management Company cannot respond to perform snow and ice removal operations.