

# **SCOPE OF WORK**

## **INTENT**

The intent and purpose of this invitation to bid is to establish an annual requirements contract for local towing and wrecker services for city-owned light and heavy vehicles, as well as, heavy equipment recovery and transport. Services are to be provided in an efficient and timely manner for the Fleet Services Division maintenance operations.

#### **APPLICABLE CODES AND COMPLIANCE**

All applicable federal and State laws relative to this Contract, as well as the applicable provisions includes laws, rules and regulations relative to regulating wrecker vehicles, tow trucks, disposition of abandoned vehicles and removal of motor vehicles from public roadways including, but not limited to:

- Provisions of the Wrecker Operations Chapter of the Code of the City of Arlington, as amended;
- Texas Transportation Code, 643.201, et seq., Transportation Code Chapters 683, 684, and 685;
- Department of Transportation Rules and Regulations relating to work period requirements for tow service drivers; and Texas Administrative Code (TAC), Title 30, Environmental Quality, Chapter 335, Industrial Solid Waste And Municipal Hazardous Waste, as they are amended;
- City of Arlington Storm Water Pollution Control Ordinance, Amended by Ordinance No. 10-019 for the Prohibition of Non-Storm Water Discharges to the Storm Drainage System;
- City of Arlington Mobile Source Air Pollution and Ozone Reduction Policy is Administrative Policy 14;
- City of Arlington Vehicle Idling Ordinance, 08-076 Motor Vehicle Idling Restrictions, and Traffic Code Section 5.15;
- Federal Motor Carrier Safety Regulations known as 49 CFR Part 382;
- 29 CFR 1910 Standards; OSHA Safety and Health Standards; and
- 2010 Heavy Duty Diesel Emissions Standard

# **TYPES OF SERVICE**

Emergency Towing and Hauling - remove from the public streets, highways or other public property, all City owned vehicles that are inoperable, involved in a collision, or deemed an immediate danger. Unless otherwise directed by Fleet Services personnel, Contractor shall tow all such vehicles to either:

1015 W. Main Street Arlington, TX 76013

1100 SW Green Oaks Blvd Arlington, TX 76017



Non-emergency Towing and Hauling – includes tows from a City location to a repair vendor and return tows, as designated by Fleet Services personnel for each tow. Also includes tows from a City location to an Auction location.

Emergency Off-Road Recovery - includes recovery, winching, rollover and other situations when vehicle is not accessible for normal hook-up at an accident scene or under other circumstances when time is of the essence

Non-emergency off Road Recovery – includes recovery, winching, rollover and other situations when vehicle is not accessible for normal hook-up. Location and task may be planned or unplanned, but in any case, timing is discretionary and shall be mutually agreed upon by the caller and Contractor.

Mileage Charge – An incremental charge per one-way mile will be paid for each mile in excess of those included in the base tow. This covers tow miles only, and not the return trip.

Delay Charge – Time for delays, caused by the City, and for recovery work will be paid for each 15-minute interval, at the Delay Charge hourly rate.

## **REQUIRED EQUIPMENT**

The City reserves the right to inspect all wrecker equipment to be used in the performance of this agreement before, during and after the award of this agreement and during the performance of this agreement; however, the City is under no obligation to inspect.

Contractor's wrecker equipment shall comply with all local City, County, State and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall remain current throughout the life of this agreement.

All wrecker equipment used in the performance of this agreement shall be fully maintained, clean, in good working condition, suitable for their intended purpose and operated by fully qualified and licensed personnel.

# **AVAILABLE EQUIPMENT**

Contractor agrees to maintain and have available, for recovery and transport of City-owned vehicles, the vehicles, wreckers and equipment listed in the Bidders' Equipment List. It is recognized and agreed that from time to time, contractor may replace or add vehicles and equipment during the contract. However, the vehicles and equipment listed represents the minimum fleet (quantity and type) to be available at all times to serve the City's needs.

## **HOURS OF SERVICE**

Contractor agrees to employ sufficient number of personnel with necessary knowledge, skills and abilities to provide the specified quality of service within the specified response times. Key functions include drivers/operators, dispatch, office administration, equipment maintenance and management/supervision.

Contractor shall provide all services on a twenty-four (24) hour per day, seven (7) days per week basis, including all holidays. Sufficient staff, on-duty and on-call, shall be available at all times to maintain specified response times.



Contractor shall maintain, at its dispatch facility, a direct ring telephone line for receipt of service calls from the City. At least one telephone number shall be available for its direct ring telephone line. Sufficient staff, on-duty and on-call, shall be available at all times to maintain specified response times.

#### **RESPONSE TIME**

There will be circumstances (special events, inclement weather, etc.) that may preclude Contractor from achieving specified response times. However, Contractor shall achieve specified response times for at least 80% of the total requested tows each month. In no event shall Contractor's response time be more than twice the specified time.

- 1. Dispatch Call Take Appropriate Contractor personnel shall answer all calls for service within 30 seconds of the first ring.
- 2. Emergency Towing Appropriate Contractor unit(s) must be present at the scene of tow within 30 minutes from the time a call is logged by his dispatcher. Calls for emergency tows may be made by various City personnel in need.
- 3. Non-emergency Towing and Hauling Appropriate Contractor unit(s) shall be present at the pick-up location within 60 minutes of the agreed upon arrival time. Calls for non-emergency tows and hauling may be made by various City personnel in need.
- 4. Emergency Off-Road Recovery Appropriate Contractor unit(s) must be present at the scene of recovery within 30 minutes from the time a call is logged by his/her dispatcher. Calls for emergency off-road recovery may be made by various City personnel in need.
- 5. Non-emergency Off-Road Recovery Appropriate Contractor unit(s) shall be present at the scene of recovery within 60 minutes of the agreed upon arrival time. Calls for non-emergency off-road recovery may be made various City personnel in need.
- 6. The City reserves the right to employ other wrecker services to complete needed and desired services whenever Contractor fails to meet specified response times. When this occurs, Contractor shall reimburse the City for any incremental cost paid to the substitute service, which may exceed the charges provided in this contract
- 7. The contractor will need to send out an email to City of Arlington Fleet Services as soon as a wrecker has been dispatched. The email must have whether it was an emergency or not, date and time, vehicle number (or if the unit number is unknown then what type of unit), the location, and what is the reason for the tow. If an email is not sent this will result in not meeting the 80% standard turnaround.

## **QUALITY OF SERVICE**

Report of Damage to Vehicles and Contents - Contractor shall submit a written report to Fleet Services within 24 hours after receipt of any complaint regarding damage that occurred during a tow. Such report shall contain all facts pertinent to the claim or complaint presented.



Repair of Damaged Vehicles - If Contractor causes damage to any City vehicle; Contractor shall be liable for the full cost of repair. All repair work shall be done by a City approved repair facility and to a quality level acceptable to the City.

The following methods shall be employed for all basic towing and hauling:

- 1. Small Vehicles (scooters, carts, riding mowers, etc.) shall be hauled on appropriate flatbed trucks and/or trailers.
- 2. Two wheel drive autos (police and other) and light trucks (less than 15,000 Lb. GVWR) may be towed on a non-driven axle, with the drive axle suspended. Under no circumstance shall they be towed on a drive axle.
- 3. Four wheel drive autos (police and other) and light trucks (less than 15,000 Lb. GVWR) shall be hauled on appropriate flatbed trucks and/or trailers.
- 4. Handitran buses may be towed (with the driveline in-tact) within Arlington City Limits. For longer tows they shall be hauled.
- 5. Single axle trucks with GVWR of 15,000 Lb. or greater, may be towed on a non-driven axle, with the drive axle suspended, <u>only if the truck is not loaded</u>. Loaded trucks must either have the driveshaft removed or be hauled on appropriate flatbed trucks and/or trailers. Do <u>not</u> reinstall the driveshaft.
- 6. Tandem axle and tri-axle trucks shall be hauled or towed after removing the driveshaft. Do <u>not</u> reinstall the driveshaft
- 7. Small to medium size off road equipment shall be hauled, on appropriate flatbed trucks and/or trailers.
- 8. All Fire Apparatus and all large off road equipment shall be hauled on appropriate lowboy trailers. Fire ladder trucks are approximately 12 feet high and require a minimum 36-foot clear deck area. At no time shall the Contractor disconnect a drive shaft or remove axles to prevent transmission damage when towing; nor shall Contractor tow these units with the driveline intact.

Performance - Contractor shall consistently perform to the requirements of these specifications and will take immediate and appropriate corrective action when notified of any incidence of non-compliance.

#### **CLEANUP OF ACCIDENT SPILLS**

Contractor shall insure that any spilled materials associated with the towing of City owned vehicles are properly collected, identified and handled from the time and scene of the spill until properly disposed. Specific responsibilities, methods, material handling, storage and tracking requirements are detailed below.

All required materials, tools and supplies shall be provided by Contractor in his cost of doing business.

- Place the spilled materials an cleanup materials in an appropriately labeled container
- Transport the material to contractor's place of business as quickly as practical



• Hold the material at Contractor's place of business until it can be properly disposed of according to local, State and Federal regulations regarding waste disposal.

The City of Arlington shall have the right to inspect the contractor's facilities and to review all records associated with management of cleanup materials and waste handling for tows conducted under this contract at any time during the duration of this contract.

The following shall be the responsibilities of the contractor:

- 1. Contractor is responsible for properly training the wrecker operators to handle the kinds of waste expected at vehicle accidents. The training shall include instructions on how to recognize unusual (radioactive, explosive, extremely hazardous materials, etc.) conditions that would be outside the scope of an accident vehicle cleanup and know when not to proceed with a cleanup. Contractor is responsible for taking all practical measures necessary to protect the environment and to communicate to the responsible parties (police, fire, vehicle owners, and other emergency responders) what materials they are not removing from the accident scene.
- 2. Contractor shall only be responsible for cleanup from City owned vehicle(s) when multiple vehicles are involved in an accident. If fluids are mixed from the vehicles, the Contractor and other wrecker companies shall cleanup an agreed to portion of the fluids or as directed by the on-scene emergency response personnel (police or fire). In no case shall any debris or spilled fluids be left at the scene.
- 3. Contractor is responsible for picking up any personal property or other contents of the vehicle and appropriately protecting them. These items shall be delivered to the City facility with the vehicle for return to the vehicle driver.
- 4. Contractor is <u>not</u> responsible for clean-up of the load being transported by the vehicle. Removal of the vehicle load for vehicles transporting bulk or containerized materials is the responsibility of the City Department using the vehicle.

# Cleanup Methods:

1. Contractor shall cleanup all accident-related debris and fluids prior to removing the towed vehicle from the scene, unless life-safety issues prevent the cleanup or he is directed by on scene emergency personnel (police or fire) not to attempt cleanup.

This includes up to a total of 25 gallons of spilled vehicle fluids, but does not include bodily fluids. Vehicle fluids include, but are not limited to, motor oils, hydraulic fluids, battery liquids, fuels, lubricating oils and grease, windshield washer fluid, radiator fluids, etc.

For spills over 25 gallons, call 911, report as a hazardous materials spill, and clean up per directions of responding officers.



- 2. Contractor shall take appropriate measures to prevent the vehicle being towed from continuing to leak fluids onto the ground. Drip pans, pads, absorbents, etc. shall be used as required to collect fluids that might continue to leak from the vehicle as it is in tow.
- 3. Contractor shall use all means necessary to remove, to the maximum extent practicable, all the spilled liquids and contaminated materials from the accident scene as follows:
  - On hard surfaces, use various absorbents as appropriate and in sufficient quantities for the kinds of liquids spilled. Use a broom or other device to "scrub" the absorbent(s) into the spilled material to facilitate absorption.
  - On porous surfaces (soil, grass, gravel, etc.), shovel up or otherwise remove the contaminated material to a depth sufficient to remove the spilled fluids.
  - Remove all absorbents placed at the scene, including those placed by emergency personnel to contain and stabilize the area.
- 4. Contractor shall supply and maintain adequate quantities of materials necessary to clean up all anticipated spills including but not limited to brooms, scoops, absorbents, plastic bags, bag ties, waste containers, labels, logs, storage facilities, etc.

# Material Handling and Storage:

- 1. Materials that contain gasoline or are contaminated with gasoline shall be placed in separate containers from other vehicle accident waste at the accident scene. This separation shall be maintained throughout all storage and handling by the Contractor. When Contractor disposes of waste materials, the wastes containing gasoline shall be placed in a separate bulk container from other vehicle accident wastes.
- 2. At the accident scene, Contractor shall secure all contaminated materials in labeled liquid tight container(s). Plastic bags with sufficient strength to assure containment, or other appropriate containers, may be used. The container(s) of materials shall be removed from the site, and transported to a secure designated storage area at the Contractor's place of business.
- 3. At the Contractor's place of business, a designated, secure storage area shall be maintained. This area must provide weather protection and adequate containment for all materials in storage, to prevent them from being washed, blown, or otherwise lost to the environment. Design and construction shall prevent further risk of exposure to employees, citizens and the environment. Contractor shall properly store the materials in this area until they are properly disposed of according to local, State, and Federal law.

Tracking:



- 1. Contractor shall clearly and legibly label each container of waste material at the accident scene and maintain the integrity of both containers and labels until such time as the waste is disposed following Local, State and Federal law. The label on each container shall, at a minimum, contain the following information:
  - Contractor's company name
  - Date waste was picked up
  - Location where waste was picked up
  - Wrecker driver's name
  - Type of material spilled (oil, antifreeze, transmission fluid, diesel fuel, gasoline, battery fluid, etc.)
  - Quantity of material spilled, in gallons
  - Amount of absorbent used and/or porous site material collected
  - City vehicle Unit Number and/or license plate number
  - Arlington Police Department call sheet number or City of Arlington Fleet Services Work Order number
- 2. Contractor shall maintain a waste log to track all vehicle waste collected under this contract. The log shall contain the same information that is on the labels and must correlate exactly. Plus, the date the material is properly disposed of according to local, state, and federal law. Contractor shall maintain a copy of the log and make the log available to the City for all materials being collected under this contract.

## REPORTING REQUIREMENTS

Driver shall record the towed or hauled vehicle's odometer reading on the service ticket.

Contractor will log response- time data and other information for each service ticket on a form similar to Exhibit A. The completed Monthly Wrecker Service Activity Log for each month's activity will be delivered to Fleet Services with the monthly statement copy.

Contractor shall label all waste material containers, maintain a waste log, and deliver copies of the log as specified elsewhere in this document.



# ATTACHMENT 1 TECHNICAL EXPERIENCE/CASE STUDY

	Page 8
3.	One of the City's handitran buses has body damage and needs to be transported from the City Shop at 1015 W. Main Street to a body shop in Fort Worth. The Handitran is a Ford E-350 cut-way with an Eldorado bus body. It is 9-feet high.
2.	The City's fire engine is stopped along Park Row with the transmission locked in gear and it will not move.  Describe how you would load it and haul it. What equipment would you use?
	Describe what equipment in your fleet today that would be used to get this Gradall out of the mud and hauled to the City Shop at 1100 SW Green Oaks Blvd. If you would use equipment that you do not currently have, what would it be? Where would you get it? How long would it take to get it?
1.	The City's track mounted Gradall XL 4100-III is stuck in 18-inch mud in a drainage ditch, about 250-yards from the paved road. It cannot be pulled in a straight line from the road due to the curved right of way. Edges of the right-of -way are too soft and narrow to support a machine large enough to move the Gradall. There is a creek bed that could be accessed, however it is muddy.

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4.	The City's volumetric concrete mixer truck has overturned along the shoulder of I-20. It is five to ten feet below grade and at a 30 degree angle off the road. The grassy berm is soft.  Describe how you would recover this truck and transport it to Fleet Services at 1100 SW Green Oaks Blvd. What equipment would you use? What additional damage to the truck would you expect to occur in the recovery?