

SCOPE OF WORK

INTENT

The intent and purpose of this invitation to bid is to establish an annual requirements contract for Nuisance Abatement of Code Violation Properties. This contract addresses the abatement of vacant & unsecured buildings, objectionable trash, stagnant water and dilapidated fences that are in violation of the City of Arlington Nuisance Ordinance. This includes, but is not limited to, abatement of regular trash, bulky trash, tires, hazardous material, stagnant water, removal and replacement of dilapidated fences, etc., upon private parcels, lots or tracts of land within the corporate limits of the City of Arlington.

- If it is in the City's best interest, the City will award each line item to a primary, secondary, and tertiary vendor.

Awarded Contractor shall adhere to:

- City of Arlington Nuisance, Amended by Ordinance No. 09-064
 - <http://www.arlingtontx.gov/citysecretary/pdf/codeofordinances/NUISChapter.pdf>
- Storm Water Pollution Control Ordinance, Amended by Ordinance No. 10-019
- City of Arlington, Mobile Source Air Pollution and Ozone Reduction Policy
- City of Arlington Vehicle Idling Ordinance, 08-076 Motor Vehicle Idling Restrictions, and Traffic Code Section 5.15
- City of Arlington Health and Sanitation Ordinance No. 10-021, Article II
- Title 40: Protection of Environment, Part 90 – Control of Emissions from non-road Spark Ignition Engines at or below 19 Kw
- 29 CFR 1910 Standards; OSHA Safety and Health Standards,

MINIMUM EQUIPMENT AND STAFFING

- All equipment shall be compliant with the most current EPA, ANSI and OSHA guidelines and requirements. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals. It is the spirit and intent of these specifications and plans to secure for the City, and Director, the work described, complete in every respect, and the general conditions therefore shall be complied with, whether items are specifically mentioned or not.
- The successful bidder(s), hereinafter called "Contractor", shall furnish all labor, tools, materials, permits, vehicles and equipment necessary for performing cleanup, trash/debris/stagnant water removal, dilapidated fence removal and replacement, and disposal work on privately or publicly owned property, as identified by the Code Compliance Services Division of the City of Arlington.
- Contractor will not pass on any surcharges to the City for rentals or cost of any tools, heavy equipment, disposal or disposal equipment, etc., that are necessary to complete the abatement. These costs must be accounted for and included in each line item price quote.
- All equipment shall be maintained in good working order to provide quick and efficient operation during the abatement.

- All staff shall be properly trained on the operation of all equipment and able to operate all equipment quickly and efficiently during the abatement.
- Delays during, or incompleteness of, an abatement caused by faulty or inadequate equipment, or by untrained or incompetent staff operation of equipment, will result in liquidated damages being assessed to the Contractor.
- Securing
 - All necessary materials including but not limited to: generator, saws, drills, screws, hammers, pry bars, plywood, 2x4's, etc.
 - One to two laborers (1-2) per work order
 - Code Compliance Officer may request additional laborers if needed
- Clean-up
 - Two (2) pickup trucks
 - Two (2) trailers, minimum sixteen (16) foot length, or equivalent if a dump trailer or similar
 - Two (2) laborers per pickup truck crew
 - Code Compliance Officer may request additional laborers if needed
- Fencing – Removal, Panel/Gate & Post Replacement
 - All necessary materials including but not limited to: saws, trailer for disposal, hammers, nails, screws, drills, post hole diggers, concrete materials and tools
 - Two (2) laborers per work order
 - Code Compliance Officer may request additional laborers if needed
- Fencing – Picket Replacement
 - All necessary materials including but not limited to: saws, truck or trailer for disposal, hammers, nails, screws, drills
 - One (1) laborer per work order
 - Code Compliance Officer may request additional laborers if needed
- Pool Draining
 - Two (2) trash pumps, minimum 3 inch intake
 - Two (2) sets of intake and drain hoses, minimum one hundred (100) feet per set
 - One (1) backup trash pump, minimum 3 inch intake
 - One (1) backup set of intake and drain hoses, minimum one hundred (100) feet per set
 - One (1) sump pump, minimum ½ HP
 - One (1) set of sump pump drain hose, minimum fifty (50) feet
 - Two (2) laborers per work order
 - Code Compliance Officer may request additional laborers if needed

SECURING SPECIFICATIONS (Bid Line Items 1 & 2)

1. General

- Contractor must provide a dedicated email address and a dedicated phone number for receiving work orders.

- Contractor will be notified by e-mail of each work order. Each work order will contain the property location, number and approximate location of openings to be secured and the method of securing.
- Contractor will coordinate day and time of abatement with the Code Compliance Officer as the CCO will be required to obtain an Abatement Warrant and be present during the abatement while work is completed.
- Unless otherwise requested by the CCO "Code Compliance Officer", the standard method of securing is using plywood as described below in section E4.
- Contractor will have twenty-four (24) hours to satisfactorily complete the work order from being notified.
- Immediately upon completion of work, Contractor will respond by e-mail to the work order request with the date and time of securing and confirming the work has been completed.
- Contractor will then have two (2) business days to submit the invoice and before/after photos to the Contract Administrator and Code Compliance Billing Staff.
- Code Compliance staff will confirm that the work has been completed according to bid specifications and per instructions provided in the work order and Code Compliance staff while on site, prior to giving approval for contractor to leave the site and billing staff to process payment.
- Contractor will be notified of any deficiencies. Contractor will correct any deficiencies while staff is on site with active warrant or within twenty-four (24) hours if notified after contractor and staff have left the site.
- Contractor will contact City staff immediately, while still on site, if structure is occupied at time of securing or if other openings that were not requested to be secured are identified.

2. SECURING MATERIALS

- These specifications are the standard, approved method for properly securing windows, doors and oversized openings of vacant & unsecured structures, and unsafe or hazardous areas, unless otherwise directed by the CCO.
- The CCO may request that materials already on site be used, or that a door or window be screwed shut, etc.
- The CCO will determine and dictate in the work order the best way to secure the property.
- Openings above the first floor shall be secured if they are subject to unauthorized entry or vandalism.
- The Contractor shall supply all required materials and labor and include those costs in each line item quote.
 - Contractor shall use new and unused ¾ inch thick plywood.
 - Plywood material is to be painted a similar color to the adjacent surface of the secured opening.
 - Examples: If securing a window on a house with tan wooden siding, the plywood will be painted a tan color similar to the siding. If securing a window on a white garage door, the plywood will be painted white. If securing a front door, the plywood will be painted a color similar either to the adjacent trim or the adjacent exterior wall.
 - The plywood secured opening should not stand out visibly from the street.
 - No plywood that is rotten, damaged, weakened, or punctured shall be acceptable.

- Screws of no less than three inches (3”), will be used. Screws shall be a security head style, such as Deck Mate, Torx bit, or similar, not a plain flat or Phillips head. Screws will be placed every 18” around the edge of the plywood, with overlapping of the opening of no less than 3”.
- Screws will be galvanized, coated or rustproof, three inches (3”) in length and sized to sturdily secure the ¾” plywood.

3. SECURING PHOTOGRAPHIC DOCUMENTATION REQUIREMENTS

- Contractor shall take photos of each opening both immediately before and immediately after securing.
- Photos shall be taken from the same vantage point.
- Photos shall be taken with a digital camera and shall be date and time stamped.
- Photos shall be in focus and clearly show the property, structure, opening, etc.
- Contractor shall submit before/after photos in PDF format along with the invoice for that work order, to Contract Administrator and Code Compliance Billing staff. Photos shall be marked on the invoice with the address of the property and before/after labels.
- Contractor shall be responsible for maintaining backup copies of all photos taken for audit purposes.
- If securing work is rejected and deficiencies must be corrected, new before/after photos shall be taken and submitted along with confirmation of deficiency correction.

4. SECURING AFTER HOURS/IMMEDIATE ABATEMENT CHARGE

Contractor shall be available twenty-four (24) hours a day, every day of the year, including weekends and holidays.

Normal operating hours are 7:00 a.m. to 6 p.m., Monday through Saturday. The After Hours/Immediate Abatement Charge (Charge) will apply for work orders required to be completed outside this timeframe. All After Hours/Immediate Abatement Charges will first be approved by a Code Compliance Supervisor or Manager.

- If a work order is submitted with no specific time limit other than the normal twenty four (24) hour requirement, and Contractor chooses to complete the work outside of this timeframe, the Charge will not apply.
- If a work order is submitted and the Contractor is required to complete the securing that same day, which results in the Contractor working outside this timeframe, the Charge will apply.
- If a work order is submitted and the Contractor is required to complete the securing immediately, the Charge will apply.
- If the Contractor is called out outside of this timeframe, the Charge will apply.
 - An example of After Hours abatement would be calling the contractor at 2 a.m. to immediately secure a fire damaged structure.
 - An example of an Immediate Abatement would be calling the contractor at 3 p.m. to immediately secure a structure due to APD being on scene with individuals trespassing inside a vacant structure.

- The Contractor shall respond immediately and be on site within one (1) hour with necessary materials and labor available to secure the subject property.

NUISANCE ABATEMENT SPECIFICATIONS AND PERFORMANCE MEASURES (Bid Line Items 3 through 12)

1. General

It is the responsibility of the contractor(s) to perform duties at each parcel on each work order assigned to the contractor in accordance with these bid specifications, including but not limited to debris cleanup and removal, fence repair, removal or replacement, pool draining.

Contractor is responsible for and shall obtain and pay for any equipment, insurance, permits, fuel, cameras, paper, invoices, labor, mileage, dump fees, and licenses which may be required to fulfill the contract.

Contractor shall provide timely response to and scheduling of work orders with the Code Compliance Officer as the CCO will be required to obtain a Nuisance Abatement Warrant and be present while the work is completed.

Contractor shall remove and dispose of litter/debris/material in a manner acceptable and in compliance with all City Ordinances. Debris may include but is not limited to: Junk, trash, rubbish, debris, tires, furniture, household furnishings, business furnishings, building materials, vehicle parts, dilapidated fences, other waste as required.

- a. Contractor will not be required to remove Hazardous Waste. However, contractor will immediately notify City staff if such waste is discovered.
- b. All debris, trash, rubbish and junk from the abatement site will be hauled to a state licensed disposal site at the expense of the contractor.
- c. Contractor shall protect the work site as necessary with barriers, lights, safeguards or warnings.
- d. Contractor shall report any damage done to property owned by the City or damage to private personal property to the Code Compliance Department immediately.

2. Time to Complete Work:

- Contractor will coordinate day and time of abatement with the Code Compliance Officer as the CCO will be required to obtain an Abatement Warrant and be present during the abatement while work is completed.

Contractors shall complete Nuisance Abatements within three (3) calendar days of Code Compliance Services notifying contractor of the work order. Time frame may be extended due to weather conditions or contract administrator determination that an extension is warranted.

If the Contractor fails to meet the Contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.

Contractor shall correct any deficiencies in work within three calendar days of written or verbal notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.

3. Inspection of Completed Work:

- Code Compliance staff will confirm that the work has been completed according to bid specifications and per instructions provided in the work order and by Code Compliance staff while on site, prior to giving approval for contractor to leave the site and billing staff to process payment.

It shall be the responsibility of Code Compliance staff to inspect and approve completed work by the contractor prior to payment of invoices. Contract Administrator or designee may make inspections, re-inspections, monitor Contractor activities, and ensure the work performed in the assigned project area is done in accordance with prescribed time schedules. Upon determination of any violation of the specifications and/or terms of this contract, the billing staff shall record, process, and submit all pertinent information to the Contract Administrator for appropriate action.

4. Deficiencies:

- Contractor will be notified of any deficiencies. Contractor will correct any deficiencies while staff is on site with active warrant or within twenty-four (24) hours if notified after contractor and staff have left the site.

If contractor does not meet the prescribed time, provisions, or other requirements of the work order, the City reserves the right to rescind the work order and assign to another contractor.

In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.

In the case of outstanding deficiencies, additional work orders will be assigned to another contractor until work is completed and approved.

5. Photo Documentation Requirements

- Contractor shall make photographic documentation of each parcel of land immediately prior to commencement of work, and again immediately after completion of work.
- Photographic documentation is required for both front and back yard if applicable.
- Photo shall depict same view. If possible please include landmark to show the parcel before and after.
- Photos shall be taken from the same vantage point.

- Photos shall be taken with a digital camera and shall be date and time stamped, and submitted along with the invoice.
- Photos shall be in focus and clearly show the property, structure, etc.
- Contractor shall submit before/after photos in PDF format along with the invoice for that work order, to Contract Administrator and Code Compliance Billing staff. Photos shall be marked on the invoice with the address of the property and before/after labels.
- Contractor shall be responsible for maintaining backup copies of all photos taken for audit purposes.

If work is rejected and deficiencies must be corrected, new before/after photos shall be taken and submitted along with confirmation of deficiency correction.

ALL documentation shall be submitted ***via email only***. No invoice will be approved for payment without the work order and the before/after pictures **and abatement date of each parcel** attached.

6. Payment:

Payment will be authorized after receipt of contractor's invoice and documentation and after Code Compliance staff has provided approval of completed work. The City will not pay for work that is not satisfactorily completed and approved. The City will not pay for parcels where bid specifications were not adhered to.

7. Point of Contact

The Contractor will provide the City of Arlington Code Compliance Services at least one (1) person's office number, cell phone number and email address to serve as contact for the contractor. Work orders will be emailed to contractor. Invoices and photos must be submitted to Code Compliance billing staff by email.

Contractor's point of contact will respond back to Code Compliance Services within **four (4) hours of phone call or email during normal business hours**. Normal business hours are considered to be Monday through Friday, 8-5, excluding holidays. Notification of any changes of contact person, number or email will be provided to contract administrator and billing staff immediately.

8. Identification

All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads, shall have the name of the Contractor neatly exhibited on each side of the vehicle. Vehicles shall park in areas that do not create potential hazardous traffic situations.

Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order to ensure both employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action. Dressing problems include but are not limited to bare chest (no shirt), shorts while trimming or edging, and absence of proper use of safety devices.

If required, the Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by Inspector. All signs must be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety

flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

REJECTION BY INSPECTOR

No monies will be paid for work not completed or approved by Code Compliance Services. Misrepresentation and/or falsification of information by the Contractor to the City may result in contract cancellation.

COMPLETION OF WORK

If Contractor fails to meet prescribed time or performance specifications, the City reserves the right to rescind the contract or place parcels on a separate securing list and bid out separately to other contractors. Nothing in the City's Securing & Nuisance Abatement Contract shall be construed to establish any exclusivity so as to preclude the City from entering into similar contracts with other persons or entities for the same purpose and/or objectives.

As all work orders will be scheduled with Code Compliance staff and conducted under the authority of an abatement warrant with Code Compliance staff present while any work takes place, Code Compliance staff will advise contractor of the work to be completed and will inspect the site when work is complete to verify work was completed satisfactorily before approval to leave the site is given.

LIQUIDATED DAMAGES

Since time is of the essence, the City has seen fit to establish production rates and standards for each securing work order. Failure of the Contractor to maintain the production rates or standards will result in damages being sustained by the City. Unless provided otherwise in the specifications, the Contractor will pay liquidated damages to the City as follows:

- Failure to complete a securing work order within twenty-four (24) hours of Code Compliance Services notifying the contractor will result in a one hundred dollar (\$100) per day deduction, per incident.
- Failure to respond to After Hours/Immediate Abatement within one (1) hour will result in a one hundred dollar (\$100) per day deduction, per incident.
- Failure to complete a nuisance abatement work order within three (3) days of Code Compliance Services notifying the contractor will result in a one hundred dollar (\$100) per day deduction, per incident.
- Damage to a structure or property such as, but not limited to, damage caused by Contractor employees outside the scope of securing the structure or conducting a nuisance abatement will result in a one hundred-dollar (\$100) deduction per incident in addition to actual damages sustained to the structure or property.