

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

1. INTENT

It is the intent of these specifications to provide the services required for the cutting, mowing, raking, and removal of all rank weeds, thickets, and noxious plants, hereinafter defined, upon property within the corporate limits of Norman, and also to include securing of structures, the removal of debris, and clearing easement and sight triangle obstructions, and covering or filling open cellars, wells, or cisterns to enable accomplishment of such services when such property has been found in violation of Chapter 10 of the Code of the City of Norman, as amended.

2. DEFINITIONS

Wherever the words, forms, or phrases herein defined, or pronouns used in their stead occur in these Specifications of the Contract, or in the advertisement, or in any document or instrument herein contemplated or to which the specifications apply, the intent or meaning shall be interpreted as follows:

City	The City of Norman
Section	The City of Norman Code Compliance Section
Official	Code Compliance Supervisor/Manager and/or his or her designee
Weeds	Vegetation as defined in Chapter 10, Section 209 of the Code of the City of Norman, as amended.
Unsecured Structure	Structures as defined in Chapter 10, Section 203 of the Code of the City of Norman, as amended.
Health Nuisance	Nuisances as defined in Chapter 10 Section 203 & 204 of the Code of the City of Norman, as amended.
Easement or Sight Triangle Obstruction	Obstructions as defined in Chapter 10, Section 205 of the Code of the City of Norman, as amended.
Uncovered Cellars, Wells or Cisterns	Nuisances as defined in Chapter 10, Section 204 of the Code of the City of Norman, as amended.
Strip Mowing	Some areas are required to maintain a fifty-foot buffer strip around the perimeter of the property as defined in Chapter 10, Section 209.
Calendar days	Exclude the following Holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, The Friday Following Thanksgiving, Christmas Eve, Christmas, New Year's Day, and Martin Luther King Day.

3. GENERAL

The services to be provided under these specifications will be accomplished in a prompt and timely manner. All rules and regulations of the City under the contract will be strictly followed.

The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the contract. The Contract awarded as a result of this RFQ will be effective from the date awarded for one full year unless terminated by the City. Contract may be renewed at the City's sole option. If the City chooses to renew, the Contractor will be notified at least thirty (30) days prior to the end of the contractual period to renew the contract.

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
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4. SPECIFICATIONS

- A. The Contractor(s) to whom a Contract is awarded shall, within seven (7) days after such award, sign and execute the necessary Contract and deliver the required proofs of insurance.
- B. The Contractor shall not commence work under this contract until he has obtained all insurance required under these specifications, and such insurance has been approved by the Section.
- C. The Contractor and his surety shall defend, indemnify, and save all suits, actions, or claims of any character brought for or on account of any injuries or damages received or sustained by any person, persons, or property caused by or from the Contractor or his employees or by or on account of any act of omission or neglect, or misconduct of the said Contractor or his employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinance, order, or decree; and so much of the money due the said Contractor, under and by virtue of his Contract as shall be considered necessary by the Division may be retained for the use of the Division; or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages, as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the Division.
- D. The Contractor is prohibited from subcontracting this contract.
- E. The Contractor shall maintain, during the life of this Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance in the amount of not less than twenty-five thousand dollars (\$25,000.00) for all his employees.
- F. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages which may arise from operations under the Contract, whether such operations be by himself or by any employee or by anyone directly or indirectly employed by Contractor, in an amount of not less than One Million Dollars (\$1,000,000.00).
 - 1. The policies of insurance shall be executed by insurance or indemnity carriers authorized to do business in the State of Oklahoma, and said insurance shall name the City of Norman and the Code Compliance Section, as co-insured. The Contractor shall furnish certificates evidencing such insurance shall not be cancelled or changed without giving the Division ten (10) days prior written notice.
 - 2. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, selection for training, or apprenticeship.

The Contractor's non-compliance with or violation of any of the aforesaid provisions shall constitute grounds for cancellation, termination, or suspension of the Division's Contract with the Contractor in whole, or in part, by the Division. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination.
- G. A Performance Bond in the form of a Cash Surety in the amount of \$1500.00 is required and will be held in escrow during the term of the contract.
- H. Potential Contractor(s) are required to submit qualifications upon the following express conditions:
 - 1. Determination of the abatement requirements is based on several factors, which include, but are not limited to, the zoning of the property, and its size and status as determined by the Code Compliance Inspector, which will be clearly defined in the work order.
 - a. In all areas that require finish mowing, the Contractor(s) will contract to cut, mow, trim, rake, and edge, and remove all weeds and clippings as defined in Chapter 10 Section 209 of the Norman

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the necessary amount of rubble and debris to mow the required area as defined in the work order. Satisfactory performance of such cutting and mowing services shall also constitute the removal of weeds along fences and building walls with a string trimmer or similar device, as well as edging along curbs, sidewalks, and driveways. (Weed removal includes the property in its entirety and includes all adjacent public rights-of-way) Exclusive use of a "brush hog" is not acceptable for this category because it will not result in the finish mowing product required. When finished mowing, the remaining weeds/grass must be no taller than three inches (3").

- b. In larger areas that require the entire property to be mowed (not a buffer strip), at the direction of the code officer, the Contractor(s) will contract to cut and mow with a brush hog or other similar and acceptable equipment, all weeds as defined in Chapter 10 Section 209 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the rubble and debris required to adequately mow the required area as defined in the work order.
 - c. In all areas requiring only a buffer strip to be mowed, at the direction of the code officer, the Contractor(s) will contract to cut and mow all weeds as defined in Chapter 10 Section 209 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Areas that are determined by the Code Compliance Inspector to require a fifty (50) foot buffer strip along the perimeter of that property shall be mowed with a brush hog or other similar and acceptable equipment. The required fifty (50) feet shall be measured from the edge of the pavement or curb of the street. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the rubble and debris required to adequately mow the required area as defined in the work order.
 - d. For Removal of Health Nuisances, Easement or Sight Triangle Obstructions, or Covering/Filling Open Cellars, Wells, or Cisterns, the Contractor(s) will contract to remove all identified health nuisances, easement or sight triangle obstructions, or cover/fill an open cellar, well, or cistern as defined in Chapter 10, Sections 203, 204, 205, and 207 of the Norman City Code within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance shall constitute the removal of all health nuisances or easement obstruction debris to an appropriate facility approved by the City, so that the property is no longer in violation of any applicable sections in Chapter 10 of the Norman City Code. Copies of any and all dumping and disposal receipts or purchased material receipts must accompany any invoice for payment.
 - e. For Securing of Structures, the Contractor(s) will contract to secure all unsecured structures as defined in Chapter 10, Section 203 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of the work shall constitute the securing of the structure so that it is not readily accessible to people or animals. Copies of receipts for materials used for securing must accompany any invoice for payment.
2. The successful Contractor(s) shall be determined by an evaluation of the Contractor(s) proposals as specified in the RFQ.
 3. The successful Contractor(s) shall be required to take **multiple photographs** of the work area immediately before and after the work performed, to be submitted with each invoice for services rendered. The photographs are to legally document the violations and the abatement thereof. Property identification, violation type and date of abatement are required in at least the first photograph for each property by the use of a dry erase board and markers, or similar equipment. All the employees working as a result of a work order (for all abatements dependent upon the number of employees being invoiced) to hold the board to verify the number of employees working. Camera, electronic media, and any related costs are the responsibility of the Contractor and will not be reimbursed. **Digital Photography is the required photographic format for submittal.** Digital

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

photographs must be submitted via electronic format with completed work orders. For mowing abatement services, the photographs must clearly reflect that the weeds were in excess of twelve (12) inches in height, or 36 inches in height if applicable, utilizing a ruler and/or yardstick, prior to mowing. The before and after photographs of all abatement work orders should clearly indicate the complete amount of debris being hauled from the premises, excluding the removal of the cut weeds and any miscellaneous debris removed in order to mow, except when the \$50 excess removal fee is approved. Buildings to be secured should also be photographed to document the unsecured areas of the buildings prior to securing, and the same areas following securing. For health violation, easement or sight triangle obstruction, and open cellar, well or cistern abatement, photographs should document all areas of the property in which the violations exist, before and after abatement. Failure to follow the documentation guidelines will result in the non-payment for services rendered.

4. All mowing work orders will be considered a finish mow by default unless directed otherwise by the work order itself, or a Code Compliance Inspector or Supervisor/Manager. Any additional mowing services done by the Contractor(s), unless specifically directed by the City, are not billable to the City.
5. The Contract is to be awarded with the understanding that work orders will be issued as work and funds to pay are available; that no specific frequency of issuance or number of work orders is guaranteed.
6. Furthermore the City reserves the right to assess a **10% per day penalty** against the mowing Contractor should the work not be performed within the period for completion specified by the work order.
7. The city also reserves the right to deny any payment due to the Contractor when the Contractor fails to submit a completed work order within five (5) calendar days of the due date. Further, a signed invoice required for payment must be submitted by the Contractor within 10 calendar days of the date the invoice for services rendered was sent to the Contractor for a signature or payment may be denied. Repeated failures to comply with these requirements could result in termination of the contract.
8. No part of the Administrative Fee as provided in Section 209(c) of Chapter 10 of the Norman City Code as amended, shall constitute any part of the Contract enumeration and shall not be considered by the Contractor.

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

Exhibit “A” Payment Schedule

A. Finish Mowing (Contract Specification 4.H.1. Section a)

Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise accepted under this contract).

1. Up to .20 Acres \$75.00
2. .21 to .40 Acres \$100.00
3. .41 to .60 Acres \$150.00
4. .61 to .80 Acres \$200.00
5. .81 to 1.0 Acres \$250.00
6. More than 1.0 Acres County Assessor assigned legal acreage multiplied by \$250.00
7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be mowed due to extensive tree coverage, etc. though still requires finish mowing.

B. Rough Cut Mowing (Contract Specifications 4.H.1. Section b)

1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half hour increments after the first hour; Includes labor & all required equipment.

C. Strip Mowing (Contract Specifications 4.H.1. Section c)

1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half hour increments after the first hour; Includes labor & all required equipment.

D. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: \$90.00, when the abatement time does not exceed one hour.

1. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in section 2. Hourly rate per worker (Contract Specifications 4.H.1. Sections d and e).
2. Hourly rate per worker: \$30.00 (no more than three workers per assigned work order will be paid under this section unless approved by a Code Compliance Inspector or Supervisor/Manager or his/her designee, or when designated on the work order before work begins). Hourly rates that exceed the first hour will be paid in half hour increments.

E. Reimbursement for landfill and other miscellaneous charges

1. The Contractor shall be reimbursed for actual costs incurred for landfill dumping, tire and appliance disposal charges, the purchasing of securing materials, tarps, fill dirt, or other materials necessary to accomplish the abatement, all of which require verification with a receipt that must be included with the billing.
2. An extra \$50.00 may be added to the Contractors pay for mowing abatement when the grass/weeds is over 3 feet high in **50% of the entire lot or greater, as determined by the Code Compliance Inspector or Supervisor/Manager and written on the work order.** If the Contractor believes this fee should apply and it is not specified on the work order, the Code Compliance Inspector or Supervisor/Manager must be notified prior to commencement of the work and must verify and approve the extra fee before it can be paid to the Contractor. The Code Compliance Inspector or Supervisor/Manager will consider any delays by the mowing Contractor that result in the weeds reaching 3 feet in height. Documentation in Contract Specifications 4.H. section 3 must be followed for reimbursement as set forth in this section. This fee shall not apply to rough cut or buffer strip mowing (Contract Specifications 4.H.1. Sections b and c).

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

3. An extra \$50.00 may be added to the Contractors pay for the removal of debris beyond that considered reasonable when performing a finish mowing abatement work order. If the Contractor believes this should apply, **the Code Compliance Inspector or Supervisor/Manager must be notified and then must verify and approve the extra fee before it can be paid to the Contractor.** Documentation in Contract Specifications 4.H. section 3 must be followed for reimbursement as set forth in this section.
4. When transporting refuse or debris from an abatement in which a work order has been issued for any work order, the hourly rate for employees shall not apply since no work is being performed. A flat fee of \$30 may be charged for the transportation of refuse or debris from an abatement in which a work order has been issued. This flat fee shall not apply to work orders for weeds or securing.
5. Other expenses not usually incurred in normal abatements may be paid at the sole discretion of the Code Compliance Supervisor/Manager or his/her designee. All other expenses **must** be approved prior to the start of the job or prior to incurring the expense in order to be reimbursable. Rental of equipment to satisfy the work order will not be reimbursed if that equipment is listed in the Contractor's equipment list. Only an expense actually paid by the Contractor may be reimbursed, thus no invoice directly from a rental company to the city will be honored.

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS
FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES,
EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

Attachment A.

Category	Up to .20 Acres	.21 to .40 Acres	.41 to .60 Acres	.61 to .80 Acres	.81 to 1.0 Acres	More Than 1.0 Acres	Rough Cut Mowing	Strip Mowing
a. Finish Mowing	\$75.00	\$100.00	\$150.00	\$200.00	\$250.00	\$250.00 X Legal Acreage Size*	N/A	N/A
b. Rough Cut Mowing	N/A	N/A	N/A	N/A	N/A	N/A	\$125.00 per Hr.**	N/A
c. Strip Mowing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$125.00 per Hr.**
Exceptions	The Inspector or Supervisor/Manager may elect to pay the hourly rate as set forth in the Health Abatement Specifications when terrain or obstacles prevent the use of mowers and require hand tools to complete, or when only a portion of a lot requires mowing due to tree coverage, etc. but still requires finish mowing. Deviations must be authorized before commencement of any work by the Contractor.							

ALL OTHER ABATEMENT TYPES OR CATEGORIES

d. & e.	Clean Up & Removal of Health Nuisances, Removal of Easement & Sight Triangle Obstructions, Filling or Covering Open Cellars, Wells, or Cisterns, & Securing of Structures	\$30.00	Per hour for up to three workers	***Minimum Abatement Charge:	\$90.00
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*County Assessor assigned legal acreage size multiplied by the dollar amount listed based on the lot size and/or applicable mowing category. If the county acreage size appears incorrect, city GIS records will be used.

**\$125.00 is a minimum charge for Rough Cut Mowing or Strip Mowing, and billed at ½ hour increments after the first hour.

***Minimum Abatement Charge only applies when the abatement does not exceed one hour. Abatements that exceed one hour have no minimum abatement charge and the Contractor shall be paid at the rate of \$30 per hour for each worker utilized for the abatement, up to a maximum of three workers. Contractor abatement time exceeding one hour shall be billed in half-hour increments thereafter.