

## ATTACHMENT A

### Statement of Work Demolition of Substandard Structures

#### 1.0 General Requirements

The City of Nixon (City) wishes to award Master Agreements with up to two contractors to assist the City in demolishing residential and commercial structures, beginning in January 2025, that have been determined to be substandard by the Dangerous Building Official and ordered demolished by the City's Building Standards Commission: but not demolished by the property Owner within the required thirty days of the order.

Any substandard structure demolished by the Owner prior to or within 30 days of an order by the Building Standards Commission will not be awarded under this contract to be demolished by the City. The city fully anticipates most, if not all, of the structures listed in paragraph 8.0 below to be ordered demolished by the Commission and not be demolished by the respective Owners. The city makes no guarantee or representation regarding the amount of work or number of structures to be awarded for demolition under this Statement of Work.

On a periodic basis, as there are substandard structures to be demolished by the City because the Owner failed to act upon the order of the Commission, each contractor will be provided Work Authorizations against the Master Agreement with the addresses of one or more structures to be demolished. The addresses and structures will be assigned on a "low price" basis, based on the lump sum price bid for each specific structure.

#### 2.0 Work to be Performed

All assigned structures shall be removed, including concrete slabs, porches, and walkways. Pier foundations shall be removed to a point at least three feet below the ground level. Utilities shall be removed and capped, as described in paragraph 7.0 below. The yard shall be cut down to no higher than two inches of all grass and weeds. Dead trees shall be removed, leaving an exposed stump of no more than twelve inches above the ground level. Live tree branches encroaching upon the property's house meeting safety standards (if it exists) or a neighbor's house or fence shall be carefully removed. All cut grass, weeds, and tree branches shall be removed from the lot by the contractor. Non-hazardous debris, including but not limited to, appliances, metal or wooden crates, trash, tires, scrap metal, lumber, furniture, and other personal property, shall be removed from the structure and lot by the contractor. Hazardous material, such as batteries and drums of unknown contents, shall be left in place, but the City of Nixon shall be notified immediately of the existence of the hazardous material and a determination of disposal at additional cost will be made at the time of discovery.

If the property has an inhabited house or other safe structure, no work on or inside the safe structure shall be performed. Care shall be used to not damage any existing safe structure or living tree on the property.

**3.0 Demolition Permit**

The contractor shall complete the City Demolition Permit application and pay all fees to the City Code Compliance department. Contractor shall abide by all requirements of the Demolition Permit; however, the demolition completion time shown within the Work Authorization, generally one month, shall govern over the six-month allowed completion time mentioned within the Demolition Permit.

**4.0 Use of City of Nixon Landfill**

All demolished materials, personal property, cut grass, tree branches, and non-hazardous material removed from the property shall be taken to the City of Nixon landfill or to the landfill choice for disposal during the demolition. Landfill fees will be the responsibility of the contractor and shall be included within the bid price for each structure. Landfill personnel shall be notified of the address of the demolition for each delivery of material at the Landfill.

**5.0 Use of Roll On/ Roll Off Containers**

If the Contractor requires the use of Roll On/ Roll Off containers in sizes 20, 30 or 40 yards, these must be rented from Republic Waste under a pre-existing contract agreement between Republic Waste and the City. Costs for such containers shall be included within the bid price for each structure.

**6.0 Ordering and Invoicing**

A Work Authorization will be issued to the contractor to award the demolition of each structure. The contractor is free to schedule and complete the work within 30 calendar days of the date of the Work Authorization at their discretion. The contractor shall inform the City representative of the planned start date, so a Pre-Demolition Inspection can be conducted; and as structures are completed, so that a Final Inspection can be performed soon thereafter to ensure acceptable completion.

Once a Work Authorization is completed, the contractor will provide an invoice to the City of Nixon showing all structures completed and the invoice shall be in the sum certain amount of the Work Authorization. No other charges or fees are acceptable without a fully executed Change Order.

**7.0 Utilities Demolition**

The contractor shall contact 811 for utilities location identification. All electrical and natural gas utilities must be removed completely from the property or made safe in a manner approved by the Building Official or his representative in Development Services. The sanitary sewer shall be removed back to the City utility easement or right of way and shall be permanently capped below grade. The water service shall be permanently capped below grade and shall be removed to the private property side of the water meter location. Storm water tie-in connection to the City storm sewer shall be removed or

protected per directives of the Utilities Department.

### **8.0 Substandard Structures to be Demolished**

If the Owner fails to demolish a structure ordered by the City of Nixon Board of Appeals to be demolished within the allotted thirty calendar days from the date of the order, the City will take responsibility to demolish the structure as unsafe and a public nuisance.

Additional residential structures may be identified and added to this Statement of Work at the discretion of the City as funding is made available by the City Council. The City reserves the right to add structures by a change or changes to this Statement of Work or by a separate and new procurement action or actions.

### **9.0 Photographs and Other Information for Bidding Purposes**

Photographs of structure conditions as of a few months ago and a copy of the Gonzales County Appraisal District property record for each structure are attached to this Statement of Work and are provided for informational purposes only to assist in the proper identification of the structure involved and its relative condition. Contractors should view each structure personally in advance of bid submission to be fully informed of current conditions.

### **10.0 Non-Mandatory Pre-Bid Meeting**

A non-mandatory Pre-Bid meeting will be scheduled during the bidding period. It will be announced within the bid package posted on the City Bid Postings website. Only one or two structures will be visited as a group during this Pre-Bid meeting, after a short informative meeting at the City Annex building.

### **11.0 Administrative Costs, Overheads, and Profit**

The city will award demolition work to one or two selected contractors/ bidders, based on the lowest price bid for each structure to be demolished. Therefore, it is important that all administrative and overhead costs and profit be included within each price bid for each structure. Bidders should not assume any economies of scale of demolishing two buildings near each other.

### **12.0 Structure Conditions and Non-Applicable State of Texas and Federal Rules**

All these structures are dilapidated or unsecure or both and were, therefore, found to be Substandard; but none is in fear of imminent collapse. Many of these structures have been in a similar condition since early 2015 or before. All are single family residential dwellings.

12.1 The Texas Department of State Health Services (DSHS), Texas Asbestos Health Protection Rules (TAHPR), and the Federal National Emission Standards for Hazardous Air Pollutants (NESHAP) do NOT apply to small residential buildings of four units or less.

12.2 The city did not demolish any structures in 2024. All small residential buildings that are

demolished by the City in a calendar year (January 1 to December 31) that are within 660 feet of another small residential building previously demolished by the City in the same calendar year are subject to the NESHAP, per Texas DSHS clarification PSQA-ASB001 issued May 17, 2007. The city, therefore, will not demolish two structures within 660 feet of each other in the same calendar year.

**13.0 Addition of One Commercial Property to Statement of Work**

A commercial property will require an asbestos survey report and the asbestos/demolition notification form must be completed. The Owner is responsible for removing all personal property of value from the structure before demolition, per the City Ordinance. Any assumptions made by the Contractor as to personal property of value existing within the structure at the time of bidding and at the time of demolition, which could be several months later, is at the Contractor's risk; however, the City will allow the Contractor to retain ownership of any personal property within the structure at the time of award of the Work Authorization for each structure that the Contractor considers to be of value. All personal property must be removed from the address, whether the Contractor retains ownership or disposes of the personal property at the landfill as debris.

**14.0 Personal Property Within Structure to be Demolished**

The owner is responsible for removing all personal property of value from the structure before demolition, per the City ordinance. Any assumptions made by the Contractor as to personal property of value existing within the structure at the time of bidding and at the time of demolition, which could be several months later, is at the Contractor's risk; however, the City will allow the Contractor to retain ownership of any personal property within the structure at the time of award of the Work Authorization for each structure that the Contractor considers to be of value. All personal property must be removed from the address, whether the Contractor retains ownership or disposes of the personal property at the landfill as debris.

**15.0 No Bonds Required**

The work authorizations awarded under this statement of work will be in amounts below the threshold requiring performance and payment bonds. No bid bond will be required to be provided with the initial bid submission. No bonds will be required under this statement of work.