

SECTION D – SPECIFICATIONS/SCOPE OF WORK

**SCOPE OF WORK:**

**1. BACKGROUND**

The purpose of this contract is to solicit utility locating services for underground fiber optic communication cables owned by Montgomery County (MC) from construction activities. These utilities include approximately 40 miles of ICBN Fiber Optic system.

Work involves but is not limited to receiving all Miss Utility calls tickets marked ICBN issued to Montgomery County, searching records maintained by the County to determine the presence and location of the existing utilities, and demarcation/re-demarcation in the field per the provisions, standards and specifications of Maryland Underground Facilities Damage Prevention Law, commonly known as the Miss Utility Law. Work also includes leading and coordinating all efforts with Montgomery County (Project Manager) and One Call Center, managing and maintaining all records, and apprising the Project Manager of any and all issues in a timely manner.

Services shall be provided on an as needed basis and shall meet the service standards specified in these specifications for both normal and emergency calls as described under Contractor Responsibility below.

Quantities contained on the Quotation sheet are for bidding purposes only. They represent Montgomery County with the best estimate of its requirements; however, the actual quantities ordered may be more or less than indicated.

**2. INTENT**

Montgomery County Department of Transportation (MCDOT) seeks to procure services of contractor to identify and locate its Active Underground Utilities (AUGU) on an as-needed basis as further described in this section. The scope of work includes providing all labor, materials, supplies, equipment, supervision, and incidentals necessary to perform AUGA Locating Services under Miss Utility Law. The material and services shall conform to all current Federal, State and Local Safety Standards.

**3. SCOPE OF WORK**

The scope of work will encompass all aspects of providing administrative and technical services to identify, locate, and provide demarcation of the AUGU, specifically, underground ICBN Fiber Optics for Montgomery County for the purpose of safeguarding the AUGU from excavation damages in accordance with the Miss Utility Law.

The Contractor shall provide all resources, materials, and equipment required to receive and properly address all Request Tickets for Investigation (RTI) issued to MC by Miss Utility. The services shall include investigation and confirmation of the presence or lack of AUGU in the affected area as shown on the RTI, and when required, demarcation/re-demarcation in the field. Such demarcation/re-demarcation shall include painting, flagging or staking the horizontal location of the AUGU in accordance with current demarcation standards of the American Public

Works Association (APWA) and Miss Utility Law.

The Contractor shall immediately respond to all Emergency Notices.

The Contractor shall provide the required services within a maximum of two foot horizontal and vertical accuracy.

The Contractor shall maintain utility location markings at no additional charge to Montgomery County as required by code.

The Contractor shall maintain a record of each Notice of Intent to Excavate indicating the time and date a marking was requested, responded to and completed, the method used, the type of facility marked, the date, the time, and name of excavator notified. These records can be requested by the COTR on any ticket.

The Contractor shall accurately monitor, record, and communicate its services as required by Miss Utility and as required by this SOW. This includes a summary page and a complete breakdown of its services and tickets when invoiced. A submission of the Contractor's invoice format shall be provided to the COTR for approval on compliance to the needs of this SOW.

Late Locates and No-Show tickets shall not exceed 2% of the total ticket volume during any monthly billing period. All Late Locates and No-Show Ticket expenses exceeding 2% of the total ticket volume in any monthly billing period shall be deducted from that monthly invoice as submitted by the Contractor.

The Contractor shall, on a monthly basis, deliver to Montgomery County in a format agreeable to Montgomery County, name, address and jurisdiction information on the applicant for the purpose of billing by Montgomery County. The information shall include, but not be limited to, receipt, recording, dispatching and closing out of notices of excavation. Records of each notice of excavation indicating the time and date a demarcation/re-demarcation was made, the type of facility marked, and date, time and name of person notified shall be kept for up to six years. All such records shall be made available for review by the County immediately upon demand.

All Montgomery County AUGU demarcation/re-demarcation shall follow the Miss Utility Law and the APWA demarcation guidelines. Utility corridor demarcation/re-demarcation will identify centerline and width of the facility structure. Demarcation/re-demarcation for all other facilities shall be "centerline." Contractor shall be responsible for the demarcation/re-demarcation up to the start of excavation.

All demarcation/re-demarcation under this contract shall be thorough, completed and installed by qualified staff in conformation with Miss Utility Law. The Contractor shall be accountable and responsible for ensuring that any individual or entity working for or under the Contractor, who will perform work under this contract, shall be licensed with valid and current certificate for the same or similar type work performed in accordance with Miss Utility Law and Montgomery County.

The Contractor shall not charge Montgomery County for tools/equipment that are "tools of the trade" and that are necessary for the performance of work within the scope of these specifications. The contractor shall perform all work utilizing tools/equipment in accordance with the current industry's best practices.

**4. CONTRACTOR'S QUALIFICATIONS**

Bidders may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a bid and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, the bidder may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the bidder is capable of satisfying the County's needs and requirements for a specific contract.

To qualify for award, bidder shall submit bids with sufficient details to demonstrate proven experience, qualifications, ability, capacity, facilities and resources to accomplish the work as set forth in the specification, to the satisfaction of MCDOT. The bidder qualifications will be determined and decided by MCDOT, and such decision shall be final. Additionally, the bidder must provide evidence of having completed similar types of work and possess a minimum of three years of experience along with three customer references in Montgomery County and/or at neighboring County(s), Maryland State, Federal agencies, or other recognized organizations. Customer references shall include customer's name, address, contact person and phone numbers. In lieu of the above, the bidder must be able to demonstrate having equivalent experience of administrative, technical, supervisory, and field personnel in handling contracts of similar size and scope.

Whenever the Project Manager notifies the Contractor that any individual employed on the work is incompetent, disobedient, unfaithful, disorderly, profane or otherwise unsatisfactory, such employee of the contractor shall be immediately discharged from the work site and shall not perform any further work under this contract, except with the consent of the MCDOT.

The successful bidder will be required to have in his possession the necessary licenses, equipment, and tools to perform the work described above.

**5. CONTRACTOR'S RESPONSIBILITIES**

(a) The Contractor shall be solely responsible and accountable for compliance with these specifications and the terms and conditions of this contract. He shall provide and deliver all products and/or services specified herein and as requested by MCDOT in accordance with the current Miss Utility Law and shall comply with all of the terms, conditions and specifications contained within this solicitation including all of its amendments.

(b) The Contractor shall become acquainted with Montgomery County recordkeeping procedures and storage locations. The Contractor shall search all pertinent and available records and determine the existence of the AUGU at the specific location. These records include, but are not limited to, OSPInSight, construction plans, records plats and "as built" construction drawings.

(c) The records pertaining to utilities will be available to the Contractor at various County offices between the hours 9:00 a.m. through 4:00 p.m. Monday through Friday (holidays excluded). However, Montgomery County does not guarantee the accuracy of these records/drawings and does not warrant or guarantee that the conditions in the field are the same as those shown in the records. It shall remain the Contractor's responsibility to determine the existence of the AUGU at the location as accurately as possible utilizing available State-of-the-Art tools or any other means.

(d) The Contractor shall process RTIs within 48 hours (excluding weekends and official Holidays) of their receipt. The Contractor shall determine whether a proposed excavation is within 5 feet of the horizontal plane of the County's AUGU, or a proposed excavation by blasting is planned in

such proximity to the County's AUGU that may result in disturbance or damage of such utilities. The Contractor shall be responsible for reviewing and prescreening the RTI for the presence of AUGU prior to any field work as requested in the RTI. If he determines that AUGU facilities are not present, then he shall notify the applicant in accordance with the Miss Utility Law within 48 hours of the receipt of the RTI. Where demarcation/re-demarcation is not required, the Contractor shall explain in his notification the reason; a) there is no AUGU at that location, or b) the proposed excavation is not within 5 feet of horizontal plane of the existing underground utilities, or c) the proposed blast excavation is not indicated to be in such close proximity to the AUGU to result in disturbance, breach or damage.

(e) The Contractor shall provide demarcation/re-demarcation of the horizontal location of the existing underground facility within 18 inches on a horizontal plane on either side of the utility within 48 hours of the receipt of an RTI, in accordance with APWA and Miss Utility Law. The Contractor shall clearly provide the schedule of the demarcation/re-demarcation of the AUGU as required with paint, flags, stakes or other appropriate demarcation/re-demarcation devices. Orange marking paint shall be used wherever possible as outlined by the APWA and Miss Utility Law.

(f) The Contractor shall promptly notify the Project Manager if any AUGU is disturbed or damaged by excavation or blasting.

(g) Except on minor residential streets as allowed by the Project Manager, the field demarcation/re-demarcation operation shall not result in the blockage or obstruction (partial or full) of any moving lane of traffic during the periods of 6:30 AM to 9:00 AM and 3:30 PM to 7:00 PM, Monday-Friday. Further, the operation shall not cause any safety issues for motorists or pedestrians.

(h) The Contractor's bid price per RTI as shown on the Quotation Sheet shall be for demarcation/re-demarcation up to 1000 linear feet. A single RTI ticket will be allowed for locating a defined project of up to 1000 linear feet provided the project is performed by the same applicant. Additional footage (not exceeding 1000 linear foot), if required and approved by the Project Manager, shall be measured and paid for as an additional RTI.

(i) If the Contractor fails to complete the demarcation/re-demarcation within 48 hours (excluding weekends and official Holidays) after receiving an RTI, he must notify the applicant, via the information center immediately. The Contractor shall reschedule the demarcation/re-demarcation within one day (24 hours) and shall inform all associated parties of the new date and the projected completion date. In the event the Contractor fails to inform the applicant, requiring Miss Utility to re-issue the RTI, the Contractor shall bear all costs associated with the reissuance of the RTI as well as any resulting financial losses claimed by the applicant, at no additional cost to the County.

(j) The Contractor shall provide re-demarcation, at no additional costs to the County, where the previous demarcation of the AUGU, made within ten days of the RTI, have been obliterated, destroyed, or removed if the applicant has not begun work. The re-demarcation work shall be completed, not exceeding 48 hours (including weekends and holidays) after notification by the applicant.

(k) The Contractor shall maintain records of all contacts with applicants, whether written or verbal, utilizing a Utility Location Communication Form (approved by the Project Manager). This form shall be completed in its entirety.

(l) In the event MCDOT's AUGU are damaged by the applicant in a case where the Contractor processed the RTI, the Contractor shall promptly inspect the site, investigate the incident, and prepare and submit to the Project Manager a written report that includes complete and accurate information, including pertinent Miss Utility's records to determine responsibility. The Contractor shall maintain a copy of his written report for six years, in addition to the copy submitted to the Project Manager.

(m) Where it is determined that the damages are caused due to the failure of the Contractor to properly provide demarcation/re-demarcation of the AUGU, the Contractor shall be liable and shall bear all repair or replacement costs and the consequential expenses including any construction claims by the applicant, at no additional cost to the County.

(n) In the event MCDOT's AUGU are damaged despite proper and clear demarcation/re-demarcation by the Contractor, if requested by MCDOT, the Contractor shall provide testimonial support and submit to MCDOT all available and pertinent information upon request.

(o) The Maryland One-Call will produce a separate RTI ticket for each applicant call, except under the following conditions:

- The applicant notifies the one call system of a defined project.
- A defined project is a series of intents to excavate which are simultaneously called into the one call system for a contiguous geographical area. The notifications must be made in sequence to the one call operator and the project given a specific name or project number.

(p) Emergency RTI, which are received after normal business hours, on weekends, or holidays, must be responded to as soon as possible on the following business day. The Contractor shall establish a Hot-Line, by dedicating a special telephone number and the Contractor's English speaking representative may be reached for service calls and related business to coordinate the project's day-to-day activities and demarcation/re-demarcation progress, 24 hours a day, 7 days a week including holidays. Applicants could use the Hot-Line to further identify the location, nature and disposition of their projects even before they call the one call communications system. By using the Hot-Line, the work can be called into the one call communications system in a fashion that would expedite the locating process.

(q) A "Repeat RTI" (a site previously cleared under another RTI) shall be processed and recorded as new RTI.

(r) The Contractor shall not perform a demarcation if:

- The Contractor verifies there are NO MCDOT AUGU.
- Or the RTI indicates the applicant is MCDOT, unless it is specifically requested to locate ICBN fiber optic network.
- If the applicant has completed work prior to the arrival of the contractor.

(s) The Contractor shall provide demarcation/re-demarcation of a site if (a) the original demarcation has faded prior to the start of the excavation work, or (b) an updated RTI is issued, or

(t) otherwise, specifically authorized by the Project Manager. Under scenario (a), the Contractor will not be compensated, unless the applicant does not start work within 10 days of the original demarcation.

(u) Work under this contract shall be carried out to the satisfaction of the Project Manager or the Contractor will be required to provide re-demarcation of the site at no additional cost to MCDOT.

(v) During the progress of the job, the Contractor shall keep a thorough record at the job site.

(w) All work shall be scheduled at the convenience of MCDOT and shall not interfere with any County agency operation. If the Contractor is denied access to any area he will notify the Project Manager by phone, for direction and arrangements for access to the area. All Contractor workers shall wear identification badges.

(x) The Contractor shall not impede, stop or otherwise interrupt the working condition of MCDOT sites both in the office and the field.

(y) All materials and equipment shall be installed and completed in a neat and workmanship manner in accordance with the governing standards and practices. Any installed materials or equipment not meeting such standards shall be removed and replaced at the Contractor's expense when so directed by the Project Manager.

**6. LIQUIDATED DAMAGES**

Liquidated damages at the rate of \$10/RTI/working day for a maximum sum of \$500.00 per working day may be assessed by the County in the event that any of the following occurs:

- a. Failure of the Contractor to complete each RTI within 48 hours of receipt of the RTI.
- b. Should it be necessary to re-issue an RTI because of unsatisfactorily or inaccurate demarcation/re-demarcation of the AUGU, as determined by the Project Manager.

Unless a written extension of time has been granted by the Project Manager, liquidated damages will be assessed for each and every working day of delay. Because of the difficulty in computing the actual material loss and disadvantage to the County caused by delay, it is determined in advance and agreed by the Parties hereto that liquidated damages will be set at \$10 per RTI per working day. In the event that multiple work orders are concurrently delayed, liquidated damages will be assessed for each work order separately, for a maximum sum of \$500/working day. The County and Contractor agree that this is a fair and reasonable measurement of the damages to the County for Contractor's failure to perform on time and within the requirements of the contract and that it does not constitute a penalty. The County will withhold said liquidated damages from any payments then due, or to become due, to the Contractor. Nothing herein precludes the County from pursuing claims with the Contractor for errors, omissions or negligence unrelated to delay.

**7. DEFAULT OF CONTRACT**

In the event of any of the following conditions, the County will consider the Contractor to have defaulted on the contract:

- a. Failure of the Contractor to clear a minimum of 95% of the RTIs within 48 hrs. (excluding weekends and official holidays).
- b. Failure of the Contractor to pursue the work at a rate such that Liquidated damages are eligible to be assessed in excess of 14 workdays total.