

## **Town of Islesboro Municipal Broadband Project Owner's Project Manager Request for Proposals**

The Town of Islesboro (also referred to herein as the "Town" or the "Owner") intends to build and own a fiber optic and wireless network connecting community anchor institutions (CAIs), private enterprises, and residences. The Town of Islesboro is a municipal corporation organized and existing under the laws of the State of Maine.

The Town of Islesboro is seeking a construction management firm capable of performing Owner's Project Manager services listed herein and on the attached Appendix A – Agreement for Owner's Project Manager for approximately 50.3 miles of a combined gigabit passive optical network and active ethernet.

The company chosen as Owner's Project Manager (OPM) for the Islesboro Broadband Project must demonstrate proven interpersonal skills dealing with a wide variety of interested persons, including, without limitation, the Town Manager, the Board of Selectmen, the Town Attorney, the Town Broadband Oversight Committee, Town Property Owners, Construction Contractor and Sub-Contractors, Engineering Firms, Great Works Internet (GWI) as potential network operator, and utility companies including Central Maine Power Company (CMP), FairPoint Communications and Maine Fiber Company (MFC). The company must have excellent communications skills and a demonstrated ability to balance quality and cost, while keeping the construction and make ready work within the terms of Owner-Contractor's Agreement and the CMP and FairPoint Pole Attachment Agreements.

The OPM must have a thorough knowledge and understanding of the entire Project, including, without limitation, the Request for Proposals (RFP), RFP Attachments and RFP Associated Documents. These can be found at: <http://www.townofislesboro.com/bbrfp/>

The company must have a thorough working knowledge of the Project technologies in use, terminology, and dynamics of construction firms, installations and processes, experience with pole attachment contracts, pole licensing process and negotiating with public utilities.

The company must quickly become familiar with the dynamics of the Island as relating to the Project, including the various considerations for work on Islesboro as an off-shore island, such as coordinating construction practices with the ferrying issues presented by working on islands (both the main island and the outer islands), relevant Town ordinances, resident/subscriber concerns as presented by the Town, and environmental conditions peculiar to this situs.

The company must be available to begin work no later than two weeks after formal Town meeting approval, for which the vote is now scheduled for June 18, 2016.

The company must be ready, willing and able to have personnel, appropriate to the phase of the Work being done at the time, on site, on an as-needed basis, but no less than three times a week.

The company must represent the interests of the Owner in all aspects of the Project including, without limitation, representing the Owner as Primary Liaison & Technical Expert, supervising all aspects of the pre-construction planning, value engineering, construction, installation, testing, processes and procedures, document management; accept authority, where and when appropriate, to make field decisions regarding construction implementation questions within the scope of the specific phase of the Work in question and, when asked by the Owner, to be the spokesperson for the Project.

The company must provide a list of references demonstrating experience with similar projects and provide a list identifying the project team members, including the lead person, by name and proposed role, with their relevant job experience and qualifications.

In addition, the company shall:

- Assist with Construction Contractor selection.
- Review and comment on all legal agreements, contracts and policies with the Owner's representatives.
- Oversee Owner activities, i.e., site prep, tree clearing for the Point of Presence building construction area as designated in the RFP.
- Oversee Pre-Construction Engineering, i.e., Splicing Diagrams.
- Manage permitting for Structures, Wireless links, etc.
- Coordinate with interested party representatives for specific site installations, i.e., school, town buildings, wireless links, premise drops, and the like.
- Coordinate marine landing craft arrivals on 700 Acre Island through the local firm, Dark Harbor Boat Yard, and coordinate property access with caretakers on the outer islands, Minot and Seal Islands.
- Manage and track the Subscriber Signup Process, property access permissions and the details, scheduling and follow-through off all tasks necessary for the Premise Installation effort in conjunction with Construction Contractor and the Owner.
- Work with the Owner and Network Operator, once selected, to insure that all testing and acceptance criteria are met.
- Prepare an inventory of all remaining supplies and secure safe storage for supplies after Project completion, provide an inventory of spare equipment and provide a suggested list of parts and equipment inventory levels for future maintenance of the network; and assist Owner with procurement of materials not supplied by Construction Contractor.
- Validate completion of MFC, CMP and GWI fiber lease agreements.

- Processes, Procedures and Reporting
  - Deliver a project dependencies and milestone timeline for Project completion, with specific tasks identified during the Work schedule and shall update and review same with the Owner's representatives on a regular, but no less than weekly, basis.
  - Manage the list of Change Orders and extra Work orders, if any, coordinate Construction Contractor interactions; also provide, when appropriate, cost/value engineering input on any changes in project scope submitted to Owner for approval.
  - Develop and present such additional reports as reasonably necessary or as requested by the Owner regarding Project status.
  - Support the Owner in any disputes that may arise.
  - Work with Town Manager to oversee and approve invoicing and payments.
  - Establish restoration and escalation procedures for CMP, GWI and network customers, including preparation of contact information.

The Town of Islesboro, as Owner, is an Equal Opportunity Employer.

All communications concerning this Request for Proposal (RFP) are to be sent by email to:

Vernon Ziegler, Assessor  
Town of Islesboro  
150 Main Road  
Islesboro, Maine 04848  
Phone: (207) 734-2253  
Fax: (207) 734-8394  
e-mail: [assessor@townofislesboro.com](mailto:assessor@townofislesboro.com)

Questions about the Request for Proposal and the proposal contents need to be in writing and submitted to Vernon Ziegler on or before April 11, 2016. All questions and answers will be posted in the Question and Answers file on the Islesboro website [www.townofislesboro.com/opmrfp](http://www.townofislesboro.com/opmrfp) by April 11, 2016.

If the Owner determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be posted to the Owner's website. The Owner reserves the right to amend the RFP at any time prior to the deadline for submission of responses, and will notify all bidders who are on the Owner's distribution list.

All bidders must submit a bid deposit in an amount equal to 5% of the bid amount in the form of a bid bond or certified check made payable to the Town of Islesboro. Bid deposits shall be returned to unsuccessful bidders upon the signing of a contract with the successful bidder in substantially the same form as shown on Appendix A: Agreement for Owner's Project Manager, which shall be signed, if at all, no later than eighty (80) days after the opening of bids, and

also shall be returned in the event that the Owner rejects all bids. Should a bidder withdraw its proposal prior to the signing of a contract between the successful bidder and the Owner, the bidder's bid deposit shall be forfeited to the Town of Islesboro.

No Proposals may be withdrawn within a period of eighty (80) days after the opening of Proposals. Proposals may be held by the Town for a period not to exceed eighty (80) days from the date of the opening of Proposals for the purpose of reviewing proposals and investigating the qualifications of the bidders prior to the award of a contract.

Please provide the Town with an original plus Seven (7) copies of the firm's proposal in a sealed envelope, marked "Broadband Owner's Project Manager Proposal," addressed to Vernon Ziegler, Assessor, Town of Islesboro, 150 Main Road, Islesboro, ME 04848 on or before 10:00 A.M. EDT on April 28, 2016. Proposals must be submitted in hardcopy form, and may be supplemented with an electronic copy within the sealed bid envelope. Proposals received after that date and time will not be considered.

Bids shall be opened by the Town Manager, or the Manager's designee, in public at a stated location and specific time. Bids will be opened on April 28, 2016 at 11:00 A.M. at:

Islesboro Town Office  
150 Main Road  
Islesboro, ME 04848

A tabulation of all received bids will be made available for public inspection.

The Owner reserves the right to accept or reject any or all proposals, in whole or in part, as deemed to be in the best interest of the Town of Islesboro. The Owner may elect to negotiate with multiple entities prior to making final decisions.

To be awarded a contract by the Town of Islesboro, a bidder must demonstrate that it is authorized to conduct business in Maine as evidenced by a certificate of good standing from the Maine Secretary of State's Office.

The bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP.

The Owner may provide reasonable accommodations, including providing material in an alternative format, for qualified bidders with disabilities or other

hardships. Bidders requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Owner.

The Owner reserves the right to make additional awards to the same bidder at any time during the contract term if such award is deemed to be in the best interest of the Town of Islesboro.

The Owner intends to evaluate all submitted proposals as quickly as possible.

The successful bidder shall be required to sign a Construction Contract with the Town, a copy of which is attached hereto as **Appendix A: Agreement for Owner's Project Manager**. In the event that a successful bidder fails to execute the agreement within eighty (80) days of the opening of bids or otherwise fails to carry out the terms of its proposal, its deposit security will be retained by the Town as an agreed amount of liquidated damages. Bidders should also familiarize themselves with the Town's Purchasing Policy, a copy of which is available at the Town Office, and on the Town's website at [www.townofislesboro.com/opmrfp](http://www.townofislesboro.com/opmrfp).

The successful response will become part of the contract file and will become a matter of public record as will all other responses received.

## Appendix A

### Agreement for Owner's Project Manager

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **INHABITANTS OF THE TOWN OF ISLESBORO**, a municipal corporation existing under the laws of the State of Maine and located in the County of Waldo, State of Maine (hereinafter "Owner"), and \_\_\_\_\_, a Maine [type of entity] with a principal place of business in \_\_\_\_\_, Maine (hereinafter "Owner's Project Manager").

WHEREAS, Owner intends to construct a new Municipal Fiber Optic and Wireless Broadband Infrastructure (hereinafter "Project") located in Islesboro, Maine, providing Fiber to the Premises (FTTP) as described in Request for Proposals identified as ISL-2016-01, dated January 7, 2016 and as amended through March 7, 2016 by Addenda Nos. \_\_\_\_ (the "RFP") and the Drawings dated \_\_\_\_\_ (the "Drawings") provided to the Owner's Project Manager by the Owner (collectively the "Work"). The RFP, the Drawings and the Addenda, the Contractor's Response to the RFP (the "RFP Response") and the Owner-Contractor Agreements (hereinafter collectively the "Project Manual") are incorporated herein and made a part hereof by reference, and the Owner's Project Manager covenants that he/she/it shall do everything required by this Agreement and the Project Manual in return for payment as provided herein; and

WHEREAS, Owner has or will enter into a network design contract with Tilson Technology Management of Portland, Maine (hereinafter "Tilson") to design the Project; and

WHEREAS, Owner has or will enter into an Owner-Contractor Agreement with \_\_\_\_\_ of \_\_\_\_\_, Maine (hereinafter "Contractor"), selected by the Owner pursuant to a public selection process, as authorized by local law; and

WHEREAS, Owner desires to obtain expert on-site, technical advice, project management and advisory services to assist Owner during the course of construction of the Project, such advice, management and services to complement and coordinate with the Contractor in its performance of the Work; and

WHEREAS, the Owner's Project Manager is experienced in the construction trade generally and in the specifics entailed in the Work and is able and willing to provide Owner with the services necessary to ensure satisfactory performance by the Contractor; and

WHEREAS, the Owner and the Owner's Project Manager wish to insure the coordination of their respective services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

A. The Owner's Project Manager shall:

1. Professional Services: Serve as Owner's Project Manager in all construction related dealings among Owner, Tilson, Contractor and any other interested persons as identified by the Owner. Owner's Project Manager will directly report to the Islesboro Town Manager. Owner's Project Manager will support the Owner in any disputes that may arise during the Work regarding compliance with the Work specifications and general practices in the applicable construction trades.
2. Project responsibility/schedule advisory role: Develop with the Owner a project responsibility matrix, subject to final approval by the Owner, and develop and maintain a master project schedule and keep the Contractor and the Owner apprised of the schedule (with Contractor to be responsible for keeping its subcontractors apprised of same).
3. Make ready validation: Verify that the Contractor, Central Maine Power Company (CMP), and Fair Point Communications all complete make-ready work per the specifications for such work. Review billing for all replacement poles to verify that "poles billed" agrees with "poles replaced."
4. Fiber and hardware installation oversight: Verify that Contractor installs fiber optic cable and related hardware per the Project Manual and monitors that quality of services and workmanship is maintained.
5. Premise CPE electronics installation oversight and validation: Oversee Contractor's installation of Owner/Customer Premise Equipment and verify that work is consistent with the Project Manual.
6. Head end electronics installation oversight and validation: Oversee Contractor installation of Customer Head End electronics and verify that work is consistent with the Project Manual.
7. Head end structure advisory role: Assist Owner with developing requirements and appropriate specifications for the Head End building and equipment, and oversight of the Contractor's installation and setup of the Head End.
8. Documentation and test results verification: Review Contractor's documentation submittals and test results of fiber plant and equipment to verify compliance with Project Manual.

9. Perform weekly site visits: Beginning at the start of construction and continuing until Substantial Completion, perform on-site inspections on an as needed, but no less than three times weekly basis, and observe the progress and quality of the Work performed by Contractor and its subcontractors, including, as reasonably necessary, inspection of materials to be incorporated into the Work to ensure compliance with the Project Manual.
10. Notification to Owner: Notify Owner if Work does not conform to the Project Manual, is off schedule or a Change Order or an Extra Work Order may be appropriate.
11. Review and comment on all Project documentation: Pre- to post-construction, evaluate and make recommendations to Owner regarding suggested, required or desired changes or modifications to the Project plans, such as Change Orders or Extra Work Orders.
12. On-site consultation with the Contractor: Stay in regular contact, as needed or as appropriate to the portion of the Work being done, as to materials, methods, subcontractor activity, site protection, and schedule of the work and report to Owner any conditions that may cause a delay in the Project.
13. Observe all critical tests: Monitor all tests required by the contract documents, maintain a log to record and report to Owner on test procedures and, where applicable, the results. With respect to concrete testing, obtain and log samples for testing and secure samples until picked up by testing agent. Verify testing invoices to be paid by Owner.
14. Maintain records: Keep records in an orderly manner. Include correspondence, contract documents, change orders, extra work orders, construction change authorizations, supplemental instructions, requests for information, reports of site conferences, shop drawings, product data, samples, supplementary drawings, color schedules, payment requisitions and names and addresses of contractors, subcontractors and principal material suppliers. During construction, trouble-shoot customer or resident-related troubles or problems to Owner, track resolution via punch list or other mechanisms.
15. Keep a diary or log book: Record Owner's Project Manager's activities related to the Project, weather conditions, nature and location of work being performed, and specific observations. Record any occurrence of work that might result in a claim for a change in Contract Price or Contract Duration, and process and track requests for information. Maintain a list of visitors, their titles and purpose of their visit.
16. Local Conditions and Permits: Become familiar with all local conditions that are relevant to the successful completion of the

Work, including regulatory permits and ensure that Owner, Contractor and Project remain in compliance with all such conditions. Report any problems or breaches to Contractor. Immediately report any serious or ongoing problem to Owner.

17. Maintain Photographic Record: make and keep a photographic record of construction progress generally and of any unusual incidents that may affect the progress, quality or timing of the Work (camera equipment to be furnished by Owner's Project Manager at its own expense).
18. Weekly report summary: Provide a weekly, written summary on the progress of the Work, highlighting any events of an unusual nature to the Owner; as reasonably required by Owner, attend Owner's Municipal Broadband Committee meetings to share the views and opinions with respect to the progress of the Work and occasionally, attend Owner's Selectmen's meetings to report on Project progress, as directed by Owner.
19. Review all requests for payment: Review progress payment requests from the Contractor to determine that such are for payment for work satisfactorily performed or materials incorporated into the Work or satisfactorily stored on site and otherwise entitled for payment, subject to any holdbacks required by the Owner-Contractor's Construction Agreement, including checking, as appropriate necessary lien waivers from the Contractor or its subcontractors, and make recommendations to Owner as to whether to approve same.
20. Final inspection: Assist Owner in inspections for Substantial Completion and Final Completion of the Work under the Contractor's agreement with the Owner, and monitoring a final punch list.

B. The Owner's Project Manager shall not:

1. Authorize deviations from the contract documents unless *de minimus* or immediately necessary for safety reasons.
2. Approve substitute materials or equipment except as authorized in writing by Owner.
3. Personally conduct or participate in tests or third party inspections except as authorized in writing by Owner.
4. Assume any of the responsibilities of Contractor's employees or subcontractors.
5. Expedite the work for Contractor.

6. Issue Certificate for Payment or Certificate for Substantial Completion of the Work except with Owner's permission.
7. Reject work or require special inspection or testing except as authorized in writing by Owner.
8. Order Contractor to stop the work or any portion thereof except as authorized in writing by Owner unless immediately necessary for safety reasons.

C. General Terms and Conditions:

1. Owner's Project Manager is an independent contractor.
2. Owner's Project Manager shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of general liability insurance in the amount of \$1 million each occurrence/\$1 million general aggregate with an insurance company licensed to do business in the State of Maine covering Owner's Project Manager against claims for loss or injury. Owner's Project Manager shall also maintain and keep in full force and effect at all times during the term of this Agreement a policy of worker's compensation insurance meeting statutory limits mandated by State and federal laws for its employees. Owner's Project Manager shall provide Owner with a copy of the certificates evidencing such insurances upon the commencement date of this Agreement and thereafter upon written request by Owner.
3. Owner shall pay Owner's Project Manager the amount of \$\_\_\_\_\_ (the "Contract Price"). Ninety percent (90%) of the Contract Price will be prorated on a monthly basis over the course of a defined time period determined based on the construction time schedule and paid monthly from an invoice submitted to the Owner. On or before the 30th day of each month following commencement of construction, the Owner's Project Manager shall submit to the Owner an itemized invoice. Provided that the Owner has received the itemized invoice by the 30th of the month, the Owner shall pay the Owner's Project Manager on or before the 15th of the following month. The remaining ten percent (10%) shall be paid upon completion of final testing, Owner's acceptance of the completed project and Owner's Project Manager's submission of a final itemized invoice to the Owner. All of Owner's Project Manager expenses are included in the fee set forth herein; there are no reimbursable expenses except as authorized by the Owner.
4. Without prejudice to any other right or remedy, the Owner may terminate this Agreement for cause by providing the Owner's Project Manager with fourteen (14) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to the Owner's Project Manager's persistent

disregard of federal, state or local statutes, laws, rules, regulations, codes, ordinances or orders; and the Owner's Project Manager's substantial violation of any provisions of this Agreement. In the event of termination, Owner's Project Manager shall receive as total compensation the monthly fee earned through the date of termination. In the event of termination prior to the start of monthly contractor construction requisitions, the Owner's Project Manager's compensation shall be equitably adjusted in the Owner's sole and exclusive judgment.

5. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved through non-binding mediation unless the parties mutually agree otherwise. If mediation fails or the parties agree to forego mediation, then the matter shall be resolved through litigation with exclusive venue in Maine Superior Court (Waldo County).
6. This Agreement shall not be assigned without the prior written consent of Owner.
7. The terms of this Agreement shall be in full force and effect upon the execution of the Agreement by both parties.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and year first above written.

\_\_\_\_\_  
Owner's Project Manager

**INHABITANTS OF THE  
TOWN OF ISLESBORO**

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By:  
Its

\_\_\_\_\_  
By:  
Its