**INTERGOVERNMENTAL AGREEMENT**

**FIBER NETWORK DESIGN AND CONSTRUCTION**

**BETWEEN**

**CITY OF WESTFIELD GAS & ELECTRIC LIGHT DEPARTMENT**

**AND**

**NAME\_OF\_MLP**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) made June 7, 2017 (the “Effective Date”), by and between City of Westfield Gas & Electric Light Department, a Massachusetts municipal lighting plant, with offices at 100 Elm Street, Westfield, MA 01085 (hereinafter "WG+E”), and **Name\_of\_MLP**, a Massachusetts municipal lighting plant, acting by its Manager [Note:  if town does not have an independent Municipal Light Board, then add: and also through the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Board of Selectmen ], with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "TOWN” [NOTE: if the town has an MLP board then do a global substitution of TOWN with the name of the MLP]). WG+E and TOWN are collectively referred to herein as “Parties” and individually as a “Party.”

**WHEREAS**, TOWN has requested WG+E to assist TOWN in its design for a fiber optic system in the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

**WHEREAS**, WG+E and TOWN are each a “Governmental Body” as provided in M.G.L. c. 30B, §2; and

**WHEREAS**, this Agreement requests WG+E to perform services on behalf of TOWN, which each Governmental Body is authorized by law to perform on its own; and

**WHEREAS**, WG+E is willing to assist TOWN in its design of its fiber optic internet network system project (the “Project”) as provided for in the Scope of Services identified herein; and

**WHEREAS**,TOWN is willing to reimburse WG+E for all costs associated with WG+E’s performance of such Scope of Services as provided in Section 1 hereof, which costs are shown in Cost of Services as provided in Section 2 hereof.

**NOW THEREFORE,** in consideration of the mutual promises and agreements contained herein, the TOWN and WG+E hereby agree as follows:

1. **SCOPE OF SERVICES**

The Scope of Services to be provided pursuant to this Intergovernmental Agreement is detailed in Exhibit A. Services are to be performed in three phases, as set forth below. Phase 3 services are contingent upon satisfactory completion of Phases 1 and 2, and the availability to TOWN of sufficient funds for Phase 3. TOWN will issue a separate notice to proceed to WG+E for each phase.

**Phase I**: WG+E will perform infrastructure planning, development and Owner’s project management and support services as are required for the Project, including, without limitation, the services listed in Exhibit A, I. Engineering and Design.

**Phase II**: WG+E will perform pole application creation, submittal, and tracking, and Owner’s project management and support services as are required for the Project, including, without limitation, the services listed in Exhibit A, II. Make Ready.

**Phase III**: WG+E will perform Construction Contractor Bidding, Materials Bidding and Procurement, and Owner’s project management and support services as are required for the Project, including, without limitation, the services listed in Exhibit A, III. Procurement.

**Phase IV**: WG+E will perform Owner’s project management and support services as are required for the Project, including, without limitation, the services listed in Exhibit A, IV. Construction.

The Services are more fully set forth in Exhibit A hereof (hereinafter “Network Services” or “Services”). Such Network Services may be modified or adjusted from time to time by written agreement between the Parties.

Notwithstanding the above, the Parties further agree that this Agreement sets forth the broad outline for WG+E to provide consulting services to commence the design and construction of a last mile fiber optic internet network system in the Town of \_\_\_\_\_\_\_\_\_\_\_\_. At or before the time each category of Network Services, as set forth in Exhibit A, is commenced by WG+E, the Parties will enter into an addendum to this Agreement that will further detail the services to be provided by WG+E. No services shall be provided or paid for without such additional addendum being entered into by the Parties.

1. **COST OF SERVICES**

The estimated not to exceed costs due WG+E for Network Services are shown in Exhibit B. TOWN will pay WG+E for the Network Services at the price and on the terms set forth in Exhibit B. Such Network Services prices may be modified or adjusted from time to time by written agreement between the Parties. The price set forth in this Agreement does not include any sales, use, service, or similar taxes. WG+E and TOWN are exempt from state and federal taxes. Should any sales, use, service, or similar taxes become payable by WG+E by reason of the provision of the Network Services, WG+E will pay all such taxes and TOWN will reimburse WG+E for any taxes paid.

Notwithstanding the above, TOWN will pay no more than the amount shown in Exhibit B for services for Phase I to WG+E without an additional addendum specifying clear and current pricing in at least the level of detail set forth in Exhibit B.

The compensation provided by this Agreement is subject to the continued availability of TOWN funds and sufficient appropriations and/or designated receipts from any other funds anticipated or earmarked for the Project and authorized for expenditure hereunder.

Estimated not-to-exceed amounts are based on best estimates at the time of the execution of this Agreement. These estimates may be changed by mutual agreement through amendments or addenda to this Agreement prior to the start of each Phase as described in section 1 (“Scope of Services”).

1. **LICENSES AND FEES**

WG+E shall obtain all licenses and permits (other than the license and permit granted by this Agreement) required to conduct the activities to be performed pursuant to this Agreement and TOWN shall promptly pay all fees, taxes and other state and municipal costs necessary for said licenses, permits or activities by Exhibit A.II.B.6

1. **PERSONNEL**

Each party shall bear all personnel costs associated with its own employees for those activities contemplated under this Agreement. Employees of each Party engaged in activities provided for or authorized under this Agreement shall, nonetheless, be considered to be the employee of the Party which hired him/her.

1. **INSURANCE**

WG+E shall, at all times during the Agreement, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity.

All insurance shall be by insurers and for policy limits acceptable to TOWN and, before commencement of work hereunder, WG+E agrees to furnish TOWN with certificates of insurance or other evidence satisfactory to TOWN to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

 "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the duration of the Agreement, WG+E shall carry the types of insurance in, and for at least the limits specified in, Exhibit C.

The Town of \_\_\_\_\_\_\_\_\_\_\_\_ shall be named as an additional insured under the general liability and automobile liability insurance. The general liability insurance policy will contain a broad form general liability endorsement.

1. **PERFORMANCE BOND**

WG+E shall procure and deliver to TOWN a performance bond in the amount of 100% of the cost of the work and services to be performed by it hereunder, as the same may be adjusted in accordance with the terms of this agreement, such bond to be of a surety licensed to do business in the Commonwealth of Massachusetts and acceptable to TOWN.

1. **TERM**

The term of this Agreement will begin on the Effective Date specified above and shall continue in effect, subject to the addenda and authorizations provided for the various phases of services unless otherwise terminated earlier by one or both of the Parties as set forth herein. This Agreement may be extended for an additional term or terms by the mutual written agreement of both Parties. During the term of this Agreement, either Party may terminate this Agreement for any reason with 60 days prior written notice.

Should either Party default in the performance of any material obligation under this Agreement, and such default shall not have been cured within 15 days following written notice of such default by the non-defaulting Party, the non-defaulting Party may terminate this Agreement for cause, effective upon the expiration of such 15-day period unless the non-defaulting Party has specified a later date.

This Agreement terminates automatically, without necessity of notice, upon the bankruptcy or insolvency of either Party.

In the event of any termination, TOWN will pay WG+E for satisfactory services rendered prior to the date of termination in accordance with the requirements of the Agreement.

The applicable provisions of this Agreement shall continue in effect after termination of this Agreement to the extent necessary to provide for final true-ups, billing, billing adjustments, payments of amounts due, and discharge of any remaining obligations under the Agreement.

1. **BILLING**

WG+E shall invoice TOWN on a monthly basis for all costs incurred by WG+E for the specific work, as outlined in the Scope of Services, performed during the prior month. WG+E will provide sufficient detail on the invoice to identify the work performed during the preceding month with each such invoice.

TOWN will pay such invoiced costs of the specific work within forty-five (45) days of receipt of such invoice. Should TOWN disagree with any amount invoiced it shall pay the undisputed amount and notify WG+E of any disputed amounts. TOWN will notify WG+E in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within ninety (90) days from TOWN’s receipt of such invoice. TOWN will be deemed to have accepted all invoices for which WG+E does not receive timely notification of disputes, and will pay all undisputed amounts due under such invoices within the period set forth herein. The Parties will seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, WG+E and TOWN will continue performing their obligations under this Agreement during any such dispute, including, without limitation, TOWN’s obligation to pay all due and undisputed invoice amounts.

Except for invoiced payments that TOWN has successfully disputed, TOWN will pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 1.00% per month or the highest rate permissible under applicable law.

1. **OWNERSHIP OF DOCUMENTS**

The parties agree that all documents produced or created for TOWN pursuant to this Agreement shall belong to TOWN, with all applicable rights established thereby. All information acquired from TOWN, or from others at the expense of TOWN, in the performance of this Agreement shall be and remain the property of TOWN. This includes but is not limited to all records, data files, computer records, worksheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by WG+E in the performance of WG+E’s services. TOWN shall own and shall have all rights to the use of the drawings, specifications, and other documents prepared by WG+E for the completion and use of the Project.

1. **ACCESS TO RECORDS**

WG+E will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by TOWN or its authorized representative.

1. **NOTICES**

All notices under this Agreement shall be in writing and will be deemed sufficiently given to WG+E, and TOWN at the respective addresses set forth below, unless a Party is otherwise advised of a different address, by mail, or by overnight delivery service (with one acknowledged receipt), at the addresses set forth below.

WG+E:

Westfield Gas & Electric Light Department

100 Elm Street, P. O. Box 990

Westfield, Massachusetts 01086-0990

Attention: General Manager

TOWN:

Name\_of\_MLP

Address of MLP

Name\_of\_Town, Massachusetts zip

Attention: Municipal Light Plant General Manager

1. **INDEPENDENT CONTRACTOR**

The Parties each agree and acknowledge that WG+E is an independent contractor and is not nor shall be deemed to be an employee or agent of TOWN for any purpose. Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the Parties. WG+E has no authority to enter into any agreements or contracts on behalf of TOWN, or to bind TOWN in any way, and shall not represent, either explicitly or implicitly, that it possesses any such authority. TOWN shall not be responsible for the payment or withholding of any federal, state or local income, unemployment or other employment-related taxes in connection with the performance of this Agreement.

1. **NON-EXCLUSIVE ARRANGEMENT**

WG+E may represent, perform services for, or be employed by any third-party persons or companies, provided that such other services do not interfere with WG+E's full performance of all of the Network Services to be performed under this Agreement or constitute a conflict of interest with its obligations under this Agreement.

1. **CONFIDENTIAL INFORMATION**

All information relating to WG+E that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by TOWN and will not be disclosed or used by TOWN except to the extent that such disclosure or use is reasonably necessary to the performance of the Network Services and the TOWN’s duties and obligations under this Agreement.

All information relating to TOWN that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by WG+E and will not be disclosed or used by WG+E except to the extent that such disclosure or use is reasonably necessary to the performance of WG+E's duties and obligations under this Agreement in performance of the Network Services.

These obligations of confidentiality will extend for a period of 1 Year after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation or which a party is required by law or court order to disclose.

1. **WARRANTY AND DISCLAIMER**

TOWN acknowledges that WG+E cannot guarantee the outcome of the Network Services, but WG+E will provide the Network Services in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

1. **LIMITATION OF LIABILITY**

In no event will WG+E be liable for any loss of profit or revenue by TOWN, or for any other consequential, incidental, or indirect damages incurred or suffered by TOWN arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if TOWN has advised WG+E of the possibility of such loss or damages.

1. **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to create any duty, liability or standard of care to any person not a party to this Agreement or to create any rights or expectations in any such third party.

1. **NON-WAIVER**

A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver by either Party of any provisions hereof shall constitute a waiver of any other matter and all waivers shall be in writing and executed by an officer of the Party. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

1. **SEVERABILITY**

In the event that any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the material benefits and obligations of the Parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. WG+E shall comply with all applicable laws and regulations in the performance of its work and services hereunder.

1. **COMPLIANCE WITH LAW**

WG+E shall strictly observe and comply with all federal, state and local laws and regulations which govern the work and services to be performed hereunder.

1. **RIGHTS AND REMEDIES**

TOWN’S rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

1. **VENUE AND JURISDICTION**

Any action under this Agreement may only be brought in the courts of the Commonwealth of Massachusetts, County of \_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **MODIFICATION**

No modification to this Agreement shall be valid unless reduced to writing and executed by the authorized representatives of each of the Parties.

1. **INDEMNITY**

a. To the fullest extent permitted by law, WG+E shall defend, indemnify, and save harmless the Town, Name\_of\_MLP, and its respective duly elected and appointed officials, agents and employees, including but not limited to the Board of Selectmen and the Manager of Municipal Lighting (referred to collectively as “Town”) from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work or services performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of WG+E, any subcontractors of WG+E, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by WG+E or subcontractors. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the TOWN that otherwise may exist under statute or in law or equity.

b. WG+E assumes full responsibility for relations with any subcontractor employed directly or indirectly by WG+E and WG+E shall defend, indemnify, and save harmless the TOWN from all demands made against the TOWN by such subcontractors, such subcontractor’s agent or employee, or any person, as the result of such subcontractor’s work performed pursuant to this Agreement, including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any extension thereof and is not otherwise subject to indemnification under subparagraph “a” above.

c. WG+E shall defend, indemnify, and hold harmless the TOWN from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by WG+E for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of WG+E and subcontractors shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for WG+E or its subcontractors under any federal or state law, except as provided in Section 16 herein.

e. In the event of a breach of this Agreement by WG+E, WG+E shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

f. In the event of a breach of this Agreement by TOWN, TOWN shall pay WG+E all reasonable attorney fees, costs and other litigation expenses incurred by WG+E in enforcing its rights as a result of said breach in addition to any damages for said breach.

**26. ADDITIONAL RESPONSIBILITIES**

Incorporated herein by reference as if fully set forth is the Grant Agreement between the town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ Note: this must be the town because the grant is not with the MLP.] and the Commonwealth of Massachusetts.  WG&E agrees to comply with all applicable provisions and requirements therein and include said Agreement and by reference required compliance with all applicable provisions and requirements therein in all bid documents, and any other contracts for this project.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all previous understandings, oral or written, which pertain thereto.

1. **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Name\_of\_MLP and Westfield Gas & Electric Light Department have caused this Agreement to be signed by their respective duly authorized representatives effective as of the day and year first above written.

**WESTFIELD GAS & ELECTRIC LIGHT DEPARTMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Daniel J. Howard, General Manager

**NAME\_OF\_MLP\_IN\_CAPS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name\_of\_Manager, Manager

**[Note: If no MLP Board exists, then add:]**

**NAME\_OF\_TOWN BOARD OF SELECTMEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_of\_Chair, Chair

**EXHIBIT “A”**

**NETWORK SERVICES**

1. ENGINEERING AND DESIGN
	1. FULL OFFICE AND FIELD PROJECT MANAGEMENT SERVICES
		1. Serve as Owner’s Project Manager and provide advice, support, quality control, and direct services to TOWN throughout the duration of the Project.
		2. Project Management to manage overall program through and to delivery of successfully installed network, including interfacing between and among TOWN, contractors, field project managers, and vendors.
		3. Field project managers to manage customer /contractor communications and contractor management.
		4. Develop and administer Quality Control and Quality Assurance program, subject to review and approval by TOWN.
		5. Administrative Staff to support response to resident/customer calls, field project managers.
		6. Review and analyze change orders requested by the construction contractor, and provide cost estimates and recommendations for acceptance or denial or alternatives.
		7. Conduct periodic Project status meetings and submit written reports to TOWN.
	2. DATA COLLECTION, POLE SURVEY, and ROUTE VALIDATION
		1. Includes house count, commercial count, MDU count, by pole served based on existing power drop service routing.
		2. Pole Tag (Verizon and Power Utility)
		3. Road & Street Lines, building silhouettes, bridge crossings, RR, DOT highway, All structures - Utilizing available GIS resources.
		4. Main Distribution OH to show span footage
		5. Main Distribution UG to show span footage, including proposed HH and pedestal locations (treated as pole locations for pricing)
		6. Drop Services including all individual services to building will be noted as OH, UG <150', if >150' pathway will be surveyed with path and footage noted (UG will be to the best of WG+E’s ability through site review; aerial will be at same per pole rate.
		7. Hi-level make-ready analysis for communication space attachment by general conditions of pole and existing pole attachment findings (into High, Med, Low categories)
		8. [Note: items 8-19 are only needed if WG+E is to do a survey. Not needed if survey has been done by Osmose except for item 11.]
		Pictures of pole and span sufficient to meet pole license application needs of all pole owners.
		9. Picture of the pole will be taken from the opposite side of the street
		10. Picture of the mid-span ahead will be taken from the opposite side of the street, where possible picture will show next pole in application
			1. Picture of a condemned pole tag if present
			2. Pictures will be organized in folders by application and then by street
			3. Pictures will be labeled by pole number (without the route) with letter at end to distinguish location of picture captured.
		11. [Note: Item 11 is needed for Eversource towns, even if Osmose survey has been done.]
		Attachment Heights. For each item attached to the pole, the WG+E shall measure the height of each above finished grade, noted by facility owner.
		12. Any additional information required by pole owners for submission of pole licensing applications.
		13. All measurements taken will be by only trained and qualified personnel by Westfield Gas and Electric or its authorized contractor.
		14. No physical measurements will be taken of high voltage lines within the primary space and domain of the pole. All attachment points are measured using photogrammetry.
		15. At project startup, a sample of all data and pictures will be provided to ES to confirm accuracy of collected information and formatted to ES expectations. Upon confirmation and acceptance thereof, field survey and data collection will commence until completion.
		16. Comments from the field surveyor shall be noted, including cut grounds, broken riser conduit, and others as helpful and pertinent
		17. Any electrical or safety hazards that could endanger the public shall be called in to customer service upon discovery at 1- 800 - 286 -2000.
		18. [Note: The details in items 18 adn 19 may vary according to utility owners. Discuss with WG+E.]
		Use data dictionary to catalog all requested pole collection criteria.

|  |  |
| --- | --- |
| **FIELD** | **DESCRIPTION** |
| OBJECTID  | Pole ID (Internal) |
| LATITUDE | Decimal Degrees |
| LONGITUDE | Decimal Degrees |
| TOWN | ANYTOWN |
| ROAD\_NAME | Road Name |
| HSE\_NUM | House Number |
| ELEC\_ROUTE | Electric Tag Route |
| ELEC\_PNUM | Electric Pole Number |
| ELEC\_ID | Electric ID |
| TEL\_ROUTE | Telecom Tag Route |
| TEL\_PNUM | Telecom Pole Number |
| TEL\_ID | Telecom ID  |
| CONDEMN | Pole Condemned (Yes, No) |
| OH\_GUY | Overhead Guy |
| OH\_GUY\_HGT | Height of pole to pole guys below secondary/neutral  |
| DOWN\_GUY | Down Guy |
| LOC\_DESC | Location Description |
| POLE\_NOTE | Pole Notes |
| LABEL | Tag label |
| POLE\_USE | Pole Use |
| POLE\_YEAR | Pole Year |
| POLE\_HGT | Pole Height |
| POLE\_CLASS | Pole Class |
| SEC\_HGT | Secondary 1 Height |
| SEC2\_HGT | Secondary 2 Height |
| OPEN\_SEC\_HGT | If open wire secondary only the bottom conductor is needed  |
| HGT\_DIFF | Height Difference in feet and inches between Secondary 1 and Secondary 2 |
| SL1\_HGT | Street Light 1 **(**AS MEASURED FROM THE ATTACHMENT BOLT) |
| SL2\_HGT | Street Light 2 (flood Light) (AS MEASURED FROM THE ATTACHMENT BOLT) |
| FL\_HGT | Flood Light (AS MEASURED FROM THE ATTACHMENT BOLT) |
| HGT\_DIFF | Difference in feet and inches between Street Light 1 and Street Light 2 |
| TRAN\_HGT | Transformer Height (AS MEASURED FROM THE BOTTOM OF CAN) |
| POLE\_GRND | Pole Ground |
| CMM1 | Comm 1  |
| CMM1\_HGT | Comm 1 Height |
| C1Sec1\_DIFF | Difference in feet and inches between Comm 1 and Secondary 1  |
| CMM2 | Comm 2  |
| CMM2\_HGT | Comm 2 Height |
|  |  |
| CMM3 | Comm 3  |
| CMM3\_HGT | Comm 3 Height |
| C2C3\_DIFF | Difference in feet and inches between Comm 2 and Comm 3 |
| CMM4 | Comm 4  |
| CMM4\_HGT | Comm 4 Height |
| C3C4\_DIFF | Difference in feet and inches between Comm 3 and Comm 4 |
| MID\_COMM1\_HGT | Mid Span Comm1 Height |
| MID\_COMM2\_HGT | Mid Span Comm2 Height |
| MID\_COMM3\_HGT | Mid Span Comm3 Height |
| MID\_COMM4\_HGT | Mid Span Comm4 Height |
| MID\_NEUTRAL | Mid Span Neutral Height |
| MID\_POWR | Mid Span Secondary Height |
| MID\_POWR\_OW | Mid Span Secondary Height (open wire) (Only bottom conductor required) |
| IMG\_1 | Pole Stencil Picture |
| IMG\_2 | Pole Picture - full pole |
| IMG\_3 | Pole Picture - mid-span |
| IMG\_CDM | Pole Picture - condemned pole tag (if applicable) |

* + 1. All measurements of existing pole facilities and mid span clearances will be submitted in spreadsheet format itemized from lowest to highest, in feet. decimal inches. A flagging marker will indicate level of potential make ready requirements or lack thereof, adhering to the following parameters:

Facilities measurements at pole:

**Lowest Power-Highest\_Comm\_At\_Pole**

Green >= 4.33

Yellow >= 3.33 and < 4.33

Red < 3.33

**Lowest Power -Highest\_Comm\_At\_Midspan**

Green >= 3.50

Yellow >= 2.50 and < 3.50

Red < 2.50

* 1. FINAL STRAND MAP
		1. Shall include buildings, roads and known structures (bridges, RR, etc).
	2. COMPLETE FTTH DESIGN AND HIGH-LEVEL COST ESTIMATE
		1. Provide complete FTTH layout design services for a GPON architecture design, including backbone ring and feeder distribution, including proposed solutions for “edge cases” where fiber must pass through other towns to reach premises in TOWN, or where fiber must pass through TOWN to reach premises of other towns.
		2. Select location of field FDH cabinets (pole mount)
		3. Splice schematics to serve entire FTTH network - physical layer only
		4. Complete Bill of Materials (BOM) and schedule of estimated values
		5. Hard Copy Deliverable will be construction drawing set based on a grid layout with keymap and splice diagrams
		6. Final deliverable will be in either ArcFM (FM Manager) or ArcGIS Shape Files
		7. Building silhouettes, bridge crossings, RR, DOT highway, structures will be shown utilizing existing GIS resources
		8. UG distribution lines will be recommended, with note that existing utilities are not known, and proper clearance must be maintained.
		9. WG+E will attempt to legally gain access to private properties to collect data, but will not do so without permission.
		10. Final architecture will be reviewed with TOWN prior to design.
		11. ArcGIS Shape files available for TOWN to import into their systems.
		12. ArcFM (FM Manager) will be based on the WG+E library setup.
1. MAKE READY
	1. FULL OFFICE AND FIELD PROJECT MANAGEMENT SERVICES
		1. Provide services described in I.A. above.
		2. Provide services related to pole applications and managing the work required by pole owners to make existing utility poles in TOWN ready for the installation and/or attachment of fixtures, facilities and appurtenances necessary for the network system, including coordinating police details, legal counsel, and administrative assistance as may be needed by TOWN during the period of such work.
	2. POLE APPLICATIONS
		1. Electric company (elco) and Telephone company (telco) Pole application preparation and submittal
		2. Application management
		3. Make ready management / coordination, including support with negotiations on costs with the utility pole owners.
		4. Oversight & reporting until license is received.
		5. The deliverable on the pole application item is the final pole attachment license from each telco and elco utility.
		6. Invoice tender, check requests, and all recordkeeping. All make ready fees are paid directly by TOWN to relevant pole owner (elco or telco).
2. PROCUREMENT
	1. FULL OFFICE AND FIELD PROJECT MANAGEMENT SERVICES
		1. Provide services described in I.A. above.
	2. CONSTRUCTION CONTRACTOR BIDDING
		1. Preparation of all construction specifications
		2. Preparation of all contract documents
		3. Pre-bid meeting with prospective contractors
		4. Notice in Central Register, Comm-Buys, and Prevailing Wage; newspaper advertisement
		5. Setup in WCF electronic sourcing and bidding platform
		6. Contractor evaluation and reference verification
		7. Bid Evaluation and award recommendation
	3. MATERIAL BIDDING AND PROCUREMENT
		1. Preparation of all material specifications
		2. Preparation of all contract documents
		3. Pre-bid meeting with prospective vendors (if required)
		4. Notice in Central Register and Comm-Buys, and newspaper advertisement
		5. Setup in WCF electronic sourcing and bidding platform
		6. Bid Evaluation and award recommendation
3. CONSTRUCTION
	1. FULL OFFICE AND FIELD PROJECT MANAGEMENT SERVICES
		1. Provide services described in I.A. above.
		2. Provide services to support TOWN in estimating costs of change orders requested by contractors and make recommendations for acceptance or denial or alternatives.
	2. TESTING AND COMMISSIONING
		1. Oversee network testing and commissioning.
		2. Coordinate transition to network operations and maintenance.

**EXHIBIT “B”**

**NETWORK SERVICE FEES**

**[Note:** Prices for D/E depend on whether survey has been done; whether Eversource is the electric company; and which D/E subcontractor WG+E is using. Check with WG+E.] **Design and Engineering**

Data Collection Route Validation $\_\_\_\_\_\_\_\_per mile

Pole Attachment Heights $\_\_\_\_\_ per pole

Final Strand Maps $\_\_\_\_\_ per mile

FTTH Fiber & Splice Design $\_\_\_\_\_ per mile

Based on an estimated \_\_\_\_\_ route miles and \_\_\_\_\_ utility poles, WG+E fees for design and engineering services, including all pole survey costs and owner’s project management services during Design and Engineering, will not exceed $\_\_\_\_\_. However, any increase shall require approval of TOWN.

**Make Ready**

Pole Application Processing $10.00 per pole

Pole Application Fees At Cost

Based on an estimated \_\_\_\_\_ utility poles, WG+E fees for pole application processing, including owner’s project management services during Make Ready, will not exceed $\_\_\_\_\_. However, any increase shall require approval of TOWN.

**Procurement**

Construction Contractor Bidding 1.25% of construction contractor bid price

Material Bidding and Procurement 1.00% of material costs

Based on estimated construction labor cost of $\_\_\_\_\_ and materials cost of $\_\_\_\_\_. WG+E fees for procurement services, including owner’s project management services during Procurement, will not exceed $\_\_\_\_\_. However, any increase shall require approval of TOWN.

**Construction Project Management**

Full Office and Field Project Management Services 6% of Total Network Costs

Costs of WG+E’s Owner’s Project Management Services to provide advice, quality control, and other services to TOWN during Pole Survey, Engineering and Design, and Procurement phases of work are included in the above referenced unit pricing.

Based on estimated construction labor cost of $\_\_\_\_\_ and materials cost of $\_\_\_\_\_, WG+E fees for owner’s project management services during Construction will not exceed $\_\_\_\_\_\_\_\_. However, any increase shall require approval of TOWN.

**[The estimates above should be taken from the table below. The sample here is from Plainfield, but WG+E has them available for each town.]**

**Assumptions about scope and resulting estimated not-to-exceed services costs.**

|  |  |  |
| --- | --- | --- |
| **Town** |  | **Plainfield** |
|  |  |  |
| Overhead distribution, miles |  | 39.19 |
| Underground distribution, miles |  | 0 |
|  |  |  |
| **Poles** |  |  |
| Green est per pole | $200 | 847 est. |
| Yellow est per pole | $500 | 93 est. |
| Red est per pole | $4,500 | 39 est. |
| Total |  | 979 |
|  |  |  |
| **Premises** |  |  |
| Premise Count |  | 339 |
| PDUs (power distribution units) |  | 334 |
| PDUs per mile |  | 8.5 |
| Take rate |  | 60% |
| Subs |  | 200 |
|  |  |  |
|  |  |  |
| **Phase I: Engineering and Design** |  |  |
| Data collection and route validation, per mile | $1,176.00 | $46,084 |
| Pole attachment heights, per pole | $12.00 | $11,748 |
| Final strand maps, per mile | $86.50 | $3,390 |
| Fiber and splice design, per mile | $510.00 | $19,986 |
| Total, Design and Engineering |  | **Est. Not to Exceed $81,208** |
|  |  |  |
| **Phase II: Make Ready** |  |  |
|  |  |  |
| Pole application Processing, per pole due WG+E | $10.00 | $9,790 |
| Pole application fees, Eversource/Ngrid (est) | $10.00 | $9,790 |
| Pole application fees, Verizon | $10.00 | $9,790 |
| Make ready per pole, average | $400.00 | $391,600 |
| Total, make ready |  | **Est. Not to Exceed $420,970** |
|  |  |  |
| **Phase III: Procurement** |  |  |
| Construction contractor procurement, construction bid price | 1.25% | $5,247 |
| Material Bidding and Procurement Management, of material costs | 1.00% | $5,377 |
| Total, Procurement |  | **Est. Not to Exceed $10,623** |
|  |  |  |
| **Phase IV: Construction** |  |  |
| ONTs | **$140.00** | **$28,000** |
|  |  |  |
| Drops |  |  |
| *Materials* | $208.64 | $41,728 |
| *Labor* | $380.00 | $76,000 |
| Total | **$588.64** | **$117,728** |
|  |  |  |
| Labor, overhead distribution |  |  |
| *Materials* | $8,231.41 | $322,568 |
| *Labor* | $7,339.20 | $287,604 |
| Total | **$15,570.61** | **$610,172** |
|  |  |  |
| Labor, underground distribution |  |  |
| *Conduit path* | $78,803.20 | $ - |
| *Materials* | $5,885.40 | $ - |
| *Labor* | $4,699.20 | $ - |
| Total | **$89,387.80** |  |
|  |  |  |
| MSTs |  |  |
| *Subs per MST, base town* | 2.34 |  |
| *Dispersion Factor (PDU per mile base town/case town)* |  | 7.80 |
| *Estimated MSTs Required* |  | 162 |
| *MST Installation Cost* | $200.00 | $32,400 |
| *Materials* | $280.00 | $45,360 |
| **Total** | **$480.00** | **$77,760** |
|  |  |  |
| Splicing |  |  |
| *Splices* | 4.75 | 770 |
| *Splicing Cost* | $22.00 | **$16,940** |
|  |  |  |
| Testing, per MST | **$42.00** | **$6,804** |
|  |  |  |
| Traffic Control, per day, per 4 man crew | **$1,600.00** | **$177,600** |
|  |  |  |
|  |  |  |
| Network Components | **$100,000.00** | **$100,000** |
|  |  |  |
| **Total Labor** |  | **$419,748** |
| **Total Material** |  | **$537,656** |
| **Total, Construction** |  |  **Est. Not to Exceed $957,404** |
|  |  |  |
| **Phase IV: Program Management** |  |  |
| Project management, Total network cost, due WG+E | 6.00% | $57,444 |
| **Total, Program Management** |  |  **Est. Not to Exceed $57,444** |
|  |  |  |

**EXHIBIT “C”**

**INSURANCE**

For the purpose of the Contract, WG+E shall carry the following types of insurance in at least the limits specified below:

Workers' Compensation: Statutory Limit

Employers' Liability: $500,000 Bodily Injury Liability: $1,000,000 each occurrence

(except automobile)/$2,000,000 aggregate

Property Damage Liability: $1,000,000 each occurrence

(except automobile)/$2,000,000 aggregate

Automobile Bodily Injury: $1,000,000 each person

Liability: $2,000,000 each occurrence

Automobile Property Damage: $1,000,000 each occurrence

Liability

Excess Umbrella Liability: $1,000,000 each occurrence