

# City of Somerville



## Traffic Department – Weatherization

10.14.2025



October 8, 2025

Garrett Anderson  
Somerville Municipal Energy Manager  
Mayor's Office of Sustainability and Environment  
City Of Somerville  
50 Evergreen Avenue, Somerville, MA 02145

RE: Weatherization at Somerville Traffic Department

Good afternoon,

We are pleased to submit our proposal to the Town of Somerville. This proposal is for Weatherization upgrades at the Somerville Traffic Department. You will find our Project Summary, Statement of Work and financials on the following pages.

We appreciate this opportunity and look forward to working with you on this project. If you have any questions or we can be of any further assistance, please do not hesitate to reach out.

We look forward to working with you.

Thank you,

*Patrick Mahoney*

\*Utilizing 10% discount, finance, and reinvestment rates and 3% utility and non-utility inflation rates.



## Project Summary

Based on the site walk conducted by our team in September 2025 and customer furnished utility & mechanical equipment information and design documents, Guardian Energy Management Solutions, LLC proposes to improve the weatherization throughout the building by adding closed cell spray foam to the perimeter and foam board to cover windows and exterior penetrations.

## Financial Summary

Measure Description	Estimated Annual Savings <sup>1</sup>			Installed Cost	Estimated Incentive **	Net Cost
	kWh Saved	therms Saved	Annual Savings			
Wx Upgrades	75	192	\$300	\$26,759	\$2,785	\$23,947

<sup>1</sup> Savings calculations are based on estimated electrical rate of \$0.16/kWh and natural gas rate of \$1.50 /therms  
 \*\* Incentives are estimates only and subject to utility approval.

## Weatherization Scope of Work

Location	Measure	Depth	R-Value	# / SF
Bsmt Perimeter Rim + 3ft Wall	Spray Foam Closed Cell + Paint	3"	21	1,020
<b>Total</b>				

Includes foam board to cover window opening and exterior penetrations

## Assumptions & Exclusions

- All work quoted as Prevailing wage. Overtime and off-shift work is not included.
- Customer to provide suitable parking area for insulation service vehicle
- The work area is assumed to be free of asbestos, lead paint and other hazardous materials prior to the project. If present and abatement is required, abatement costs are not included.
- Painting and patching
- Installation timelines are subject to product availability. To help ensure a timely schedule, please submit your order within 30-days of the proposal. We cannot guarantee timely receipt of material or labor availability for orders received after this date.
- Prices reflect current market rates for products and availability. Please understand that Guardian does not have control over material/product costs or changes in the market due to governmental regulations, tariffs, or market price fluctuations. Our goal is to hold our pricing; however, we cannot guarantee pricing for more than 30 days from the date of this project's summary or proposal.
- We are providing our best estimate for the utility incentive on this project. This is based on prior projects and the current utility incentive program.
- Application of interior foam insulation may require furniture ect. to be covered with protective plastic. In addition, horses may be routed through hallways to allow spraying of the affected areas. As a result, access to the areas may be somewhat limited. We will make our best effort to coordinate with the customer prior to the installation.

## Price and Payment Terms

- Payment schedule: Invoicing schedule as outlined on order form herein.
- Prices are subject to change if a confirming order is not received within 30 days. Due to the current fluctuation in pricing for materials, all quotes are subject to change and will be reviewed prior to acceptance of a purchase order.
- Prices reflect current market rates for products and availability. Please understand that Guardian does not have control over material/product costs or changes in the market due to government regulations, tariffs, or market price fluctuations. Our goal is to hold our pricing; however, we cannot guarantee pricing for more than 30 days from the date of this project summary or proposal.
- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.
- Lead time will be dependent on equipment availability at time of order plus equipment submittal approval (if required). Installation will be coordinated with the delivery of equipment contingent on the availability of our installation crews at the time of order.
- This proposal is based on a proposed schedule, if this schedule changes due to delays by the customer or their subcontractors, this may be subject to additional mobilization and travel charges.
- Installation timelines are subject to product availability. To help ensure a timely schedule, please submit your order within 30 days of the proposal. We cannot guarantee timely receipt of material or labor availability for orders received after this date.
- We are providing our best estimate for the utility incentive on this project. This is based on prior projects and the current utility incentive program. Incentives are subject to change.

## Customer Requirements

- Customer will provide the most current Prevailing Wage Rate sheet to Guardian at the time the order is placed, with updated rates as required.
- Customer will provide Guardian with ST-2 and ST-5C tax exemption documentation at the time the order is placed.
- Customer to provide continuous 8.5 hours of unimpeded worksite access.
- Customer will provide a point of contact and unimpeded access to the work site, as well as unobstructed access to all fixtures on the scheduled day(s) of installation. Customer delays related to the installation of the project may result in additional costs being addressed via a change order. A Guardian Project Manager will discuss scheduling and provide updates on an ongoing basis.
- If needed Customer shall provide dedicated area for job container.
- Work to perform the project shall occur within typical working hours (6:00 a.m. - 6:00 p.m. Monday through Friday) in full-day continuous periods. Requests for labor to be performed outside of these hours should be made in advance so that Guardian may reprice the work accordingly or issue a change order.
- Customer to provide unobstructed access to work areas.

**HOW ELSE MAY WE SERVE YOU?**



**ENGINEERING**

Energy Audits  
Steam System Evaluations  
Compressed Air Surveys



**MECHANICAL**

Boilers  
Chillers  
Air Handlers  
Cooling Towers  
Pumps



**ELECTRICAL**

Lighting Retrofits  
Back-up Generators  
EV Charging Stations  
VFDs  
Battery Storage



**CONTROLS  
& ANALYTICS**

IOT Systems  
BMS Installations  
Retrocommissioning  
Analytics Services



**BUILDING  
MAINTENANCE  
SERVICES**

Boiler Tune Ups  
DX Equipment Coil Cleaning  
Air Handling Units  
Cooling Tower Fill Cleaning  
Electrical Safety Inspections  
Chiller Startups & Shutdowns



**PROFESSIONAL  
SERVICES**

Demand Response  
Energy Procurement  
Project Funding Options



## ORDER FORM ACCEPTANCE

**Payment Terms & Schedule:** All invoices are payable Net 30. Outstanding balances are subject to a 1.5% late fee per month. All pricing is valid for **30 days** from the date of this proposal.

**Total Project Cost: \$26,759**

**INVOICING:** AIA schedule of values with monthly invoices based on project progress.

**Estimated Incentive: \$2,785** - The approved utility incentives will be paid directly to Guardian upon project completion.

\*Project Pricing & Utility Incentives: Guardian has made its best attempt to provide the most accurate financial information for your review and approval. Please note that utility incentives may be estimates, and may change the final amount due, as well as impact other information provided in this proposal if they change in any way. As part of the project scope, Guardian will submit the necessary utility applications on your behalf. A letter from the utility will be sent to you to confirm the approved incentive amount. Should this amount not match the estimated totals shown, Guardian will revise the financial details and payment schedule to reflect the actual approved incentive amount.

By signing below, you are agreeing to a contract with Guardian Energy Management Solutions on this project. You have reviewed and agreed to Guardian’s Standard Terms and Conditions. Any changes to pricing or scope of work must be made in writing and agreed to by both parties.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Customer Billing Information:** Please provide your billing contact information below. All invoices will be emailed to the contact list below.

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: MA ZIP: \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**GUARDIAN ENERGY MANAGEMENT SOLUTIONS, LLC’S STANDARD TERMS AND CONDITIONS. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ CAREFULLY. THESE TERMS & CONDITIONS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.**



**Scope of Work:** Customer has retained Guardian Energy Management Solutions, LLC (hereinafter "Guardian") to provide energy efficiency solutions for customer. Customer has hired Guardian to perform the energy efficient project, identified in the Project Order Form (including any attached documents). The Project Scope of Work together with Guardian Energy Management Solutions, LLC's Standard Terms, and Conditions define the scope of work to be performed under this Agreement, (hereinafter "Project"). Any Terms and Conditions or other writings referenced, appended to and/or incorporated in any Purchase Order or Customer authorization to perform work shall not be integrated into this Agreement and are expressly waived.

**Customer Warranties:** Customer warrants that he/she/it owns or leases the real property at which the Project is being performed and has authority to allow Guardian to make alterations to the property appropriate for the work necessary to perform the Project, which may include without limitation drilling holes and installing hardware for use in the installation of the Project. Unless specifically identified in the Project Scope of Work, any painting or patching following the installation of equipment will be performed by Customer.

Customer warrants and affirms that it has conducted all necessary due diligence and that Customer has satisfied all formal procurement rules, regulations or laws required to enter into this Agreement with Guardian. Customer warrants and affirms that Customer has authority to bind Customer to this Agreement and Customer acknowledges that Guardian is relying upon Customer's representations as to its authority to enter this Agreement.

Customer acknowledges that upon receipt of a signed Order Form, Guardian may order goods, materials, and equipment for the Project. In the event that the Project is cancelled through no fault of Guardian, such goods, materials and equipment ordered for the Project may be subject to shipping charges and/or restocking charges. Customer agrees to pay for such charges. If any goods, materials, and equipment for the Project are special order or non-stock items such that the goods, materials, and equipment cannot be returned, Customer shall pay for all such non-returnable goods, materials, and equipment. Upon payment, Customer may take possession of such non-returnable goods, materials and equipment with Customer bearing the cost of delivery of such non-returnable goods, materials, and equipment to Customer.

**Permitting and Prevailing Wage:** Guardian is responsible to obtain and pay for any required permitting, as applicable to the Project. Guardian will provide licensed trades people, paid at Prevailing Wage Rates, as applicable, materials and equipment necessary to perform the Project. Guardian is not responsible for repairs or alteration of Customer property or equipment beyond that defined in the Energy Efficiency Project Scope of Work.

**Payment Terms:** All invoices are payable with Net30 payment terms, unless otherwise defined in the Project Scope of Work. A monthly fee of 1.5% will be assessed against past due amounts after Net30 days. Prior to commencement of any work, Customer shall provide Guardian with Tax Exempt forms, if applicable.

**Working Hours:** Work to perform the Project shall occur within typical working hours (6:00 a.m. - 6:00 p.m., Monday through Friday). In the event, Customer requires work to be performed during other time periods, Customer may incur addition charges, unless otherwise explicitly defined in the Energy Efficiency Project Order Form. Delays in Project completion beyond the control of Guardian may result in modifications to the Project schedule, Project scope, or Project price. Guardian will provide a broom clean construction site, during and upon completion of the Project.

**Site Access:** Customer is responsible to provide unimpeded site access, as well as unobstructed access to all areas necessary to perform the Project. Delays caused by obstructed access to work areas, may result in additional costs to customer.

**Delays:** Guardian shall not be liable for any delay in the performance of the work under this Agreement resulting from or attributable to acts or circumstances beyond Guardian's control, including, but not limited to, acts of God or the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Guardian is delayed in manufacturing, shipping, delivery, or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Guardian, Guardian agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Guardian shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Guardian under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Guardian shall be excused from furnishing said materials or equipment.

**Termination for Convenience:** In the event Customer terminates this Agreement through no fault of Guardian or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Guardian for all material furnished, ordered, or manufactured, labor performed, and services provided up to the date of termination, all out of pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.

**Customer Termination for Guardian Default:** Customer shall have the right to terminate this Agreement for Guardian's default provided Guardian fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Guardian shall have free access to enter Customer locations to disconnect and remove any and all Guardian-owned parts, tools, and personal property. Additionally, Customer agrees to pay Guardian for all incurred but unamortized service costs performed by Guardian including overhead and a reasonable profit.



**Guardian Termination:** Guardian reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions, or repairs are made to Project during the term of this Agreement by others without prior agreement between Customer and Guardian. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Guardian may terminate this Agreement without liability.

**Site Conditions & Change Orders:** Guardian is not responsible for unknown site conditions that may affect the installation and/or performance of the systems installed in the Project. Customer accepts that unknown site conditions may result in a change in the scope and/or cost of the Project and Customer. After work is commenced, in the event that unknown site conditions are detected, which materially alter the scope of work necessary to perform the Project, Guardian will notify Customer of such unknown site condition(s) and will prepare a written Change Order, identifying the scope of additional work necessary to complete the Project. If an unknown site condition is identified, Guardian shall not be obligated to complete any further work on the Project, until Guardian and Customer sign the written change order, defining the scope of the additional work and materials necessary and identifying the additional charges and expenses necessitated to perform the Project. Guardian shall not be liable for any delay in performance under this Agreement resulting from unknown site conditions.

**Building Code Compliance:** Project work will be installed according to the applicable Codes and Regulations for the jurisdiction where the Project occurs. If during installation, as a result of an unknown site condition, Guardian identifies code violations, or equipment maintenance related issues during the Project, which must be performed to bring the Project into compliance with the applicable Codes and Regulations for the jurisdiction where the Project occurs, Guardian will notify Customer of such issues and will issue a written Change Order, under the process identified above, so that the Project can be completed in compliance with the applicable Codes and Regulations.

**Hazardous Materials:** If during the course of the Project, Guardian encounters any "Hazardous Materials" on the Customer's site, Guardian may cease all work on the Project until such time as Customer has remediated the Hazardous Material condition. Customer agrees to promptly remediate any Hazardous Material condition detected, to allow Guardian to complete its work on the Project. Customer, at its own cost, will be responsible to comply with all legal regulations regarding the removal and disposal of Hazardous Materials. "Hazardous Materials" means any substance commonly referred to, or defined in any law or regulation, as a hazardous material or substance, including but not limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCBs, chlorofluorocarbons, Freon, or radioactive materials. As defined in the scope of work in the Energy Efficiency Project Order Form, in compliance with applicable rules, bylaws, regulations and statutes, Guardian will recycle and/or dispose of any existing equipment to be removed from Customer's site as a result of the Project, including existing equipment that existing equipment contains "Hazardous Materials", to the extent such "Hazardous Materials" are identified in the Energy Efficiency Project Order Form.

**Emergency Services Work:** Any warranty related service calls are to be placed directly to Guardian. Upon receipt of any warranty related service call, at Customer's request, Guardian will inspect the property with Customer. If such inspection does not reveal any defects for which Guardian is liable under this Agreement, Guardian may assess Customer a service call fee.

**Limitation of Liability:** Under no circumstances shall Guardian be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Guardian shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Guardian's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Guardian's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Guardian under this Agreement. The aggregate liability shall not limit the liability of Guardian for any injury to, or death of a person, caused by its gross negligence.

**Time of Presentment:** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**Non-Solicitation:** Customer acknowledges that Guardian's employees are valuable assets to Guardian. During the term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires a Guardian employee who worked directly or indirectly with Customer, Customer agrees to 1) pay Guardian an amount equal to twelve (12) months' salary for such Guardian employee and 2) reimburse Guardian for all costs associated with any training and/or licensing provided and/or paid for by Guardian for such employee.

**Miscellaneous and Severability:** Titles are for informational purposes only. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, that term shall be deemed stricken and the remaining portions shall remain in full force and effect.



## WARRANTY

From the date of completion of the Project, Guardian provides a one (1) year labor warranty for workmanship in the installation performed by Guardian, running from the date of substantial completion of the Project. Material warranties are manufacture specific and will be transferred and assigned to Customer at the completion of the Project.

THE FOREGOING WORKMANSHIP WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARDIAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT, WHETHER ORAL OR WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE. GUARDIAN EXPRESSLY WAIVES ANY WARRANTIES OF MERCHANT LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For work that involves the installation of computer components, software, or networking systems, Guardian shall install computer components, software, or networking systems according to Manufacturer's specifications. Manufacturers of such components, software or networking systems are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with such components. Furthermore, Customer acknowledges that access to software associated with such components; or networking systems may be subject to the terms and conditions of an End-User license Agreement and warranty terms applicable to such software set forth therein. Guardian shall transfer and assign to Customer all licensing agreements and warranties associated with any computer components; software or networking systems installed by Guardian in the scope of the Project.

GUARDIAN ASSUMES NO LIABILITY AND CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST GUARDIAN ARISING OUT OF THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE, OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT SHALL BE THROUGH ANY MANUFACTURER'S WARRANTIES.

Customer acknowledges that it has retained Guardian to install computer components, software, or networking systems and that such computer components, software, or networking systems have the potential of being portals or access points by which third parties could potentially access Customer's computer systems and/ or networks. Customer acknowledges and accepts that Guardian shall bear no responsibility and assumes no liability for any claims or damages that may occur as a result of third parties accessing Customer's property and systems through any computer components, software or networking systems installed by Guardian. Furthermore, Customer hereby releases Guardian from any liability for any data loss which may occur or component failures or other issues that may arise as a result of the computer component, software, or networking systems install occurring during attempted installation, testing, or any other time. Guardian is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after any computer services are performed.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF GUARDIAN'S INSTALLATION OF SUCH COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS ARE HEREBY EXPRESSLY WAIVED.