On-Street Charging Solutions Program

Project Agreement for the City of Somerville

September 17, 2025

Attn: Katjana Ballantyne
City of Somerville
93 Highland Ave, Somerville, MA 02143

RE: Project Agreement for Participation in the MassCEC On-Street Charging Solutions Program

Dear Mayor Ballantyne,

On behalf of Commonwealth Electrical Technologies ("CET"), I am pleased to inform you that **City of Somerville** (the "City") has been selected to receive **Project Implementation** services as part of the Massachusetts Clean Energy Center's ("MassCEC") On-Street Charging Solutions Program (the "Program"). This Project Agreement ("Agreement") describes the present intentions, roles, and objectives of the parties involved.

Program Overview

The Program will promote wide-scale EV adoption across the Commonwealth by increasing access to curbside EV charging infrastructure in Massachusetts communities, with an emphasis on Low Income/Disadvantaged Communities ("LIDAC"). The Program is funded through federal American Rescue Plan Act ("ARPA") investment and will run from November 2024 to December 31, 2026.

The agreement ends 11/30/2026, but there will be certain responsibilities of the parties through 11/30/2031, detailed below.

Access to charging is a significant barrier to EV adoption for renters and residents without a dedicated garage, driveway, and/or parking space. On-street charging, such as pole-mounted, streetlight, or curbside charging stations, has become increasingly appealing for municipalities looking to ensure all residents have sufficient charging options. Through the On-Street Charging Solutions Program, CET and their Vendor, Leidos Engineering, will offer **Project Implementation** to participating municipalities. MassCEC will provide payment for these services directly to CET. The Program will fund **100% the cost of the services, up to $500,000 per municipality**.

Project Implementation Scope of Work

CET and its Vendor, Leidos Engineering, will perform the following tasks at no cost to the City. The dates shown below represent completion dates of past milestones and estimated completion dates for future milestones, which are subject to change, with the exception of all Program efforts

concluding by November 30, 2026. Additional details regarding work completed to-date and work planned to be completed can be found in the City of Somerville's Final Workplan.

1. **Kickoff Meeting (April 14th, 2025)** – Following signature of the MOU, a "kickoff" meeting was held to begin the Program and review the proposed roles and responsibilities for participation. Relevant stakeholders within the City attended this meeting, including City of Somerville, CET, and Leidos personnel.

2. **Community Outreach (May & June 2025)** – The CET/Leidos team worked with the City to develop a customized plan for community outreach, whereby local community members could provide input and guidance on the potential sites. The City's Director of the Office Sustainability and Environment or designee had final review and approval of outreach activities and materials.

3. **On-Site Assessments (June 2025)** – The CET/Leidos team worked with the City to perform site assessments on June 10th and June 16th, 2025, referencing the City's EVSE Site Plan report. Ten sites were visited and evaluated as part of this process.
4. **Site Selection (August 2025)** – Based on the results of the site assessments, community outreach, and available budget, MassCEC, CET, Leidos, and the City selected six sites for project implementation, with a seventh site identified as a back-up. These sites are listed below:
    a. Ball Square / Josephine Ave
    b. Munroe Street / Prospect Hill Park
    c. Teele Square
    d. Evergreen Ave / Winter Hill Park
    e. Hudson Street
    f. Stone Ave
    g. Summer Street / Cutter Ave (**backup**)

5. **Project Design (August & September 2025)** – CET has completed preliminary design drawings for the electrical construction of each specific project, which can be found in Appendix A. The City has selected ChargePoint CT4000 32A Dual-Port Level 2 and CP6000 50A Dual-Port Level 2 as the EVSE model for these projects. The City has (2) CT4000 stations and (1) CP6000 station in its possession, which CET will install before installing any new EVSE stations.
   Additionally, CET has prepared proposals for each specific project, also found in Appendix A, which include the financial obligations (100% covered by MassCEC) and individual scopes of work.

   Following execution of this Agreement, CET and its Professional Engineering vendor will complete permitting and construction drawing sets for each project.

6. **Permitting (September – November 2025)** – CET will obtain all necessary construction permits and approvals, including but not limited to, those from City Council, Traffic Commission, Engineering Division and Inspectional Services. City will provide permit submittal guidance and expedite permit reviews.

7. **Construction (January – May 2026)** – CET and its subcontractors will schedule and complete the installation of electrical infrastructure for the On-Street Charging project, in coordination with the City and electric utility. The following construction tasks will be covered by the Program at no cost to the City at the approved Final Sites.
    a. EV Charging Station Installation & Activation:
        i. Installation of EV charging station hardware, bases, pedestals, mounting equipment, cable management system, POS devices, network connectivity devices
        ii. Activation or commissioning fees
    b. Five-Year Cloud: ChargePoint EV charging station network plan subscription paid up front
    c. Make Ready Infrastructure
        i. Electrical infrastructure: cable, conduit, panel, meter, electrical cabinet
        ii. Electrical infrastructure for future growth: empty conduit to future charging spaces, upsized service or panel
        iii. Electrical grid interconnection/upgrades: cost of new utility transformer, pole, construction in the public right-of-way, etc.
        iv. Safety bollards or wheel-stops
        v. Signage or parking space painting
        vi. Sidewalk, curbing, roadway reconstruction as required for trenching and accessible routes if required.
        vii. Execution of traffic management plans and any other construction requirements determined during the permitting process.
    d. Five-Year Warranty: EV charging station hardware warranty extension past the manufacturer's standard coverage (additional details on warranty can be found in Appendix B)
    e. Five-Year Maintenance Plan: up to five years coverage paid up front (additional details on maintenance can be found in Appendix C)
8. **EV Charger Commissioning (February – June 2026)** – Once construction is complete and the utility has completed the necessary electrical connections, CET will commission the chargers and assist the City with setting up their account.
9. **Maintenance & Operations Plan (by November 30, 2026)** – CET/Leidos will develop a Maintenance and Operations Plan in conjunction with the City and will provide continuing education and support for the City after chargers are operational through November 30, 2026.

By signing this Agreement, you agree to the division of responsibility identified in the table below and the Terms and Conditions set forth in Exhibit A.

Before 11/30/2026, CET will provide...	Before 11/30/2026, the City will...

• Work Plan for services to be provided • Community Outreach Plan • Community Outreach services • On-Site Assessments • Project Design / Site Plans • Permitting for construction • Procurement and Installation of On-Street Charging Infrastructure • EV Charger Activation and Commissioning • Maintenance & Operations Plan • Perform Maintenance & Operations of the stations installed • Alert City 24+ business hours in advance unless in case of emergency of needing access to a site or scheduled work to be completed in the manner prescribed by the City. • Provide annual assurance, system connection, and maintenance plans for the stations installed	• Attend Kickoff Meeting and follow-on meetings to review deliverables, as needed • Participate in Community Outreach activities as needed • Participate in Site Selection process • Attend On-Site Assessments • Participate in Project Approval process • Assist with Permitting where needed • Ensure the EV Chargers are operational through 11/30/2031 • Be responsive to requests for data or other information needed for Program performance metrics, including but not limited to, providing EV Charger usage data.

Between 11/30/2026 and 11/30/2031, CET will provide...	**Between 11/30/2026 and 11/30/2031, the City will...**
• Perform Maintenance & Operations of the stations installed • Alert City 24+ business hours in advance unless in case of emergency of needing access to a site or scheduled work to be completed in the manner prescribed by the City. • Provide annual assurance, system connection, and maintenance plans for the stations installed	• Facilitate access for maintenance • Keep charging stations installed for five calendar years from the date of service of each station, as late as 11/30/2026, except in the cases of emergencies, maintenance, power outage, replacement, or if removing and re-installing in a new location, unforeseen circumstance, or similar events or activities.

Primary Contacts

For the duration of the Program, project management is expected to be held by the primary contacts of each party. CET's project manager is Steven Conte, Program Director, accessible via email at sconte@comelectrical.com and 401-484-2853. CET's Vendor, Leidos Engineering, is represented by Jessica Strong, Project Manager, and is available via email at Jessica.Strong@leidos.com.

For the City of Somerville, the project is managed by the Mayor's Office of Sustainability & Environment. The City's project manager is Josh Eckart-Lee, Sustainability Planner, who is available via email at jeckartlee@somervillema.gov and phone/text at 857-270-4996. Changes in project manager or their contact information will be communicated between the parties as necessary. All emails related to maintenance should be addressed to the project manager and ose@aomervillema.gov.

Signatures

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

All obligations contained in this Agreement may be amended only through a written amendment signed by the Municipality and CET. The Parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Program set forth herein.

By signing this Agreement, the City understands that funding will not be available for Program services after **November 30, 2026**, and that any costs incurred after that date must be paid directly by the City.

If you accept these proposed terms, as well as the General Terms and Conditions listed in Exhibit A, please sign below. This Agreement shall be effective as of your signature and until November 30, 2026.

Accepted & Agreed

City of Somerville

By: Katjana Ballantyne

Name: Katjana Ballantyne

Title: Mayor, City of Somerville

Date: 9/25/2025

Commonwealth Electrical Technologies, LLC

By: _____

Name: Steven Conte

Title: Program Director

Date: _____

COMMONWEALTH ELECTRICAL TECHNOLOGIES

EXHIBIT A: General Terms and Conditions

1) Publicity; Use of Name

a. The Parties shall collaborate to prepare any planned joint statement, media strategy or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which CET is concerned or discussed (each, a "Public Statement") and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without CET's prior written consent. In addition to the foregoing, Public Statement includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events or editorial boards which relates to this Agreement or CET. Public meetings and events shall be excluded from this provision.

b. The City agrees that CET shall have the right to make use of and disseminate, in whole or in part, the anonymous, aggregated, final report described herein, and to use the information therein contained to produce summaries, case studies, or similar information resources.

2) Termination

a. Either party's participation in the Program may be terminated by either party at any time for a material breach of any term of the Agreement. In the event of a material breach, the non-breaching party shall give notice to the breaching party in writing setting forth the nature of the alleged breach, and shall set a date, no earlier than 30 days of the notice, by which the breaching party shall cure any breach, subject to approval of the non-breaching party.

3) Indemnification; Limitation of Liability

a. To the fullest extent permitted by law, parties shall indemnify and hold harmless the other, and each of their respective agents, officers, directors and employees (together, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of the parties, their employees, agents, or assigns under this Agreement, (ii) any negligent acts or omissions or reckless misconduct of the parties directly related to this Agreement, or (iii) any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by the parties or any of their agents, officers, directors, employees or subcontractors.

b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the City's performance of the Program under this Agreement.

4) Independent Status

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between the Parties, their employees, agents, or officers.

5) Compliance with Law

The Parties agree to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

6) Waivers

Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the Parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.

7) Ownership

Upon successful installation, activation, and commissioning of the EV Charging Stations, ownership of the EV Charging Stations and associated electrical equipment will be transferred to the City of Somerville. It will be the City's responsibility to ensure the EV Charging Stations are operational and reporting usage data for a minimum of five years after the in-service date.

8) Payment

MassCEC shall pay CET directly for the services provided, per the terms of their contract for the Program. The City will not be required to make any payments to MassCEC, CET, or CET's subcontractors for the services described in the Scopes of Work.

9) CET Standard Terms & Conditions for Construction

a. The City shall permit CET free and timely access to areas and equipment and allow CET to start and stop the equipment as necessary to perform required services.
b. CET shall not be liable for any delay, loss, damage, or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by CET's employees, lockouts, civil or military authority, priority regulations,

insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

c. CET shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property.
d. The City shall make available to CET's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

e. CET's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, CET shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. The City shall defend, indemnify, and hold harmless CET for any claims, liabilities, damages, losses, and expenses related to such substances.

EXHIBIT B: City of Somerville Standard Contract General Conditions

"Standard General Conditions - v7-1-16" is attached to this document

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions
"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time
The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services
Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation
The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment
Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss
The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification
The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. Default; Termination; Remedies

A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance
The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum
This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. Complete Agreement
This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

12. Amendment
No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions of Enforceability Against the City
This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. Taxes
Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

15. Independent Contractor
The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract
The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination
The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver
All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability
In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice
The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. Captions
The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion
This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

23. Tax and Contributions Compliance
The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens
The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws
The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. Conflict of Interest
The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits
The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension
The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)
The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

Appendix A: Design Sketches, Proposals, and Scopes of Work for Final Sites

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Ball Square - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Install (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports). Furnished by City.
- Furnish & Install (2) 4" bollards to protect EV Charging Stations.
- Upgrade Existing Distribution Cabinet, Furnish & Install Breakers to facilitate the EV Charging Stations.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Stations.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Charging Station Installation & Activation	$1,625.75
2	5 Year Cloud	$4,050.00
3	Make Ready Infrastructure (see Project Agreement for details)	$26,601.47
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,000.00
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$40,277.22**
6	MassCEC Incentive	$40,277.22
	Total Incentive	**$40,277.22**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $40,277.22 paid by MassCEC

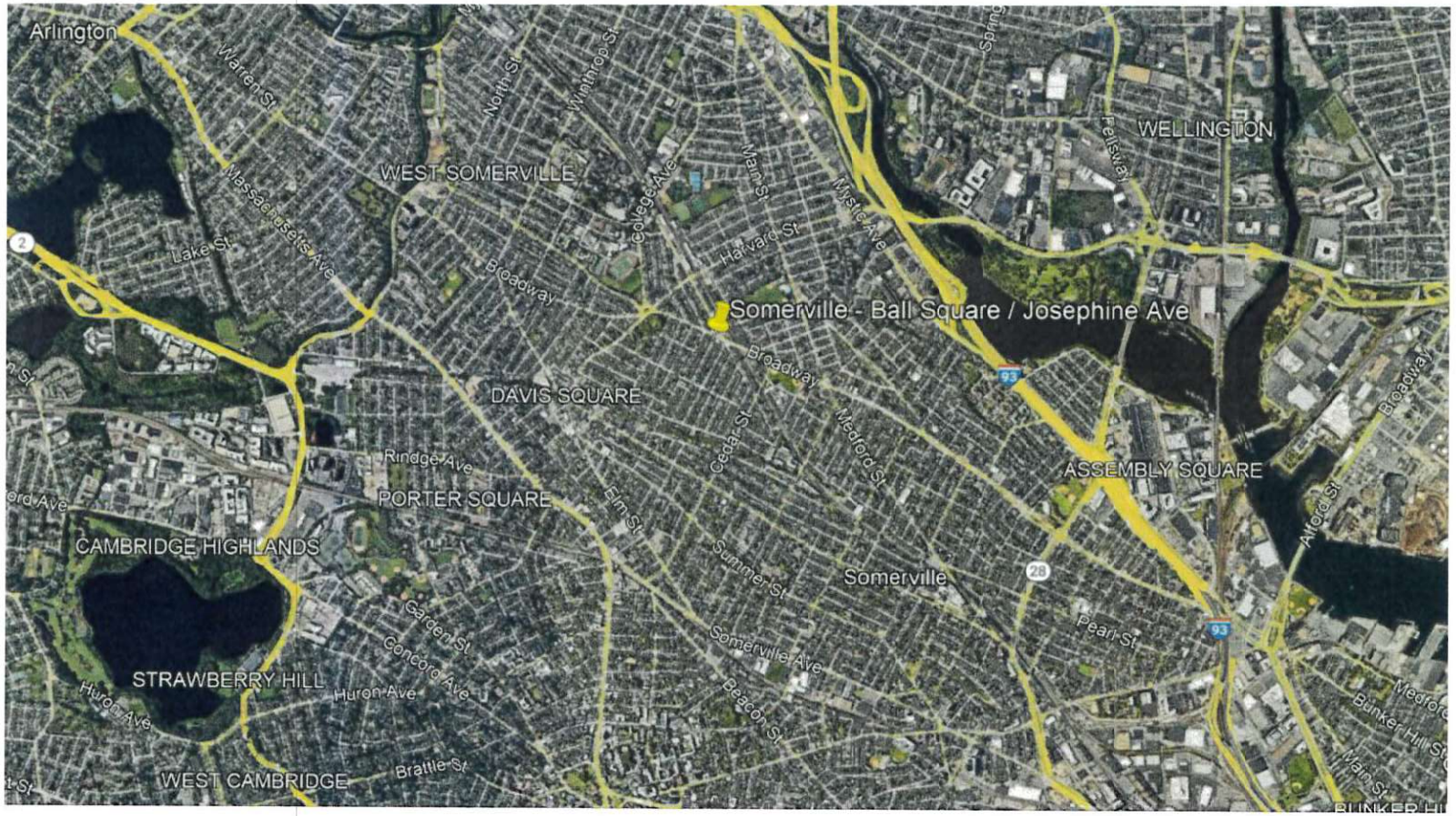
☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: City of Somerville - Ball Square		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (Signature)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Ball Square
Josephine Ave, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



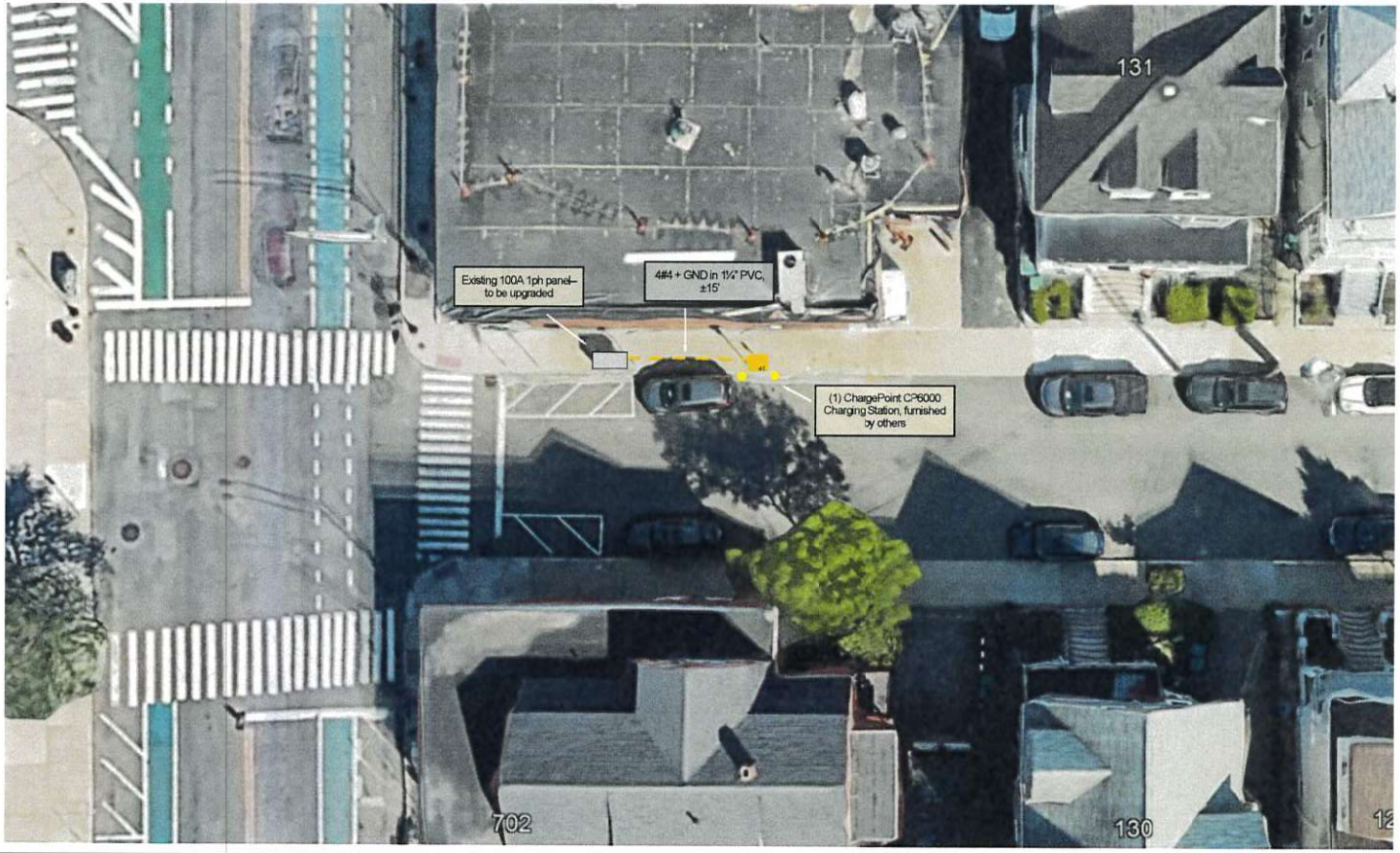
Charging Stations: (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).

Other Notes:

CLIENT	City of Somerville - Ball Square		
TITLE	Site Aerial View		
	Drawn by: SRC	Scale:	NTS
	Date: 8/7/25	Dwg # 1	REV: 0

City of Somerville - Ball Square
Josephine Ave, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



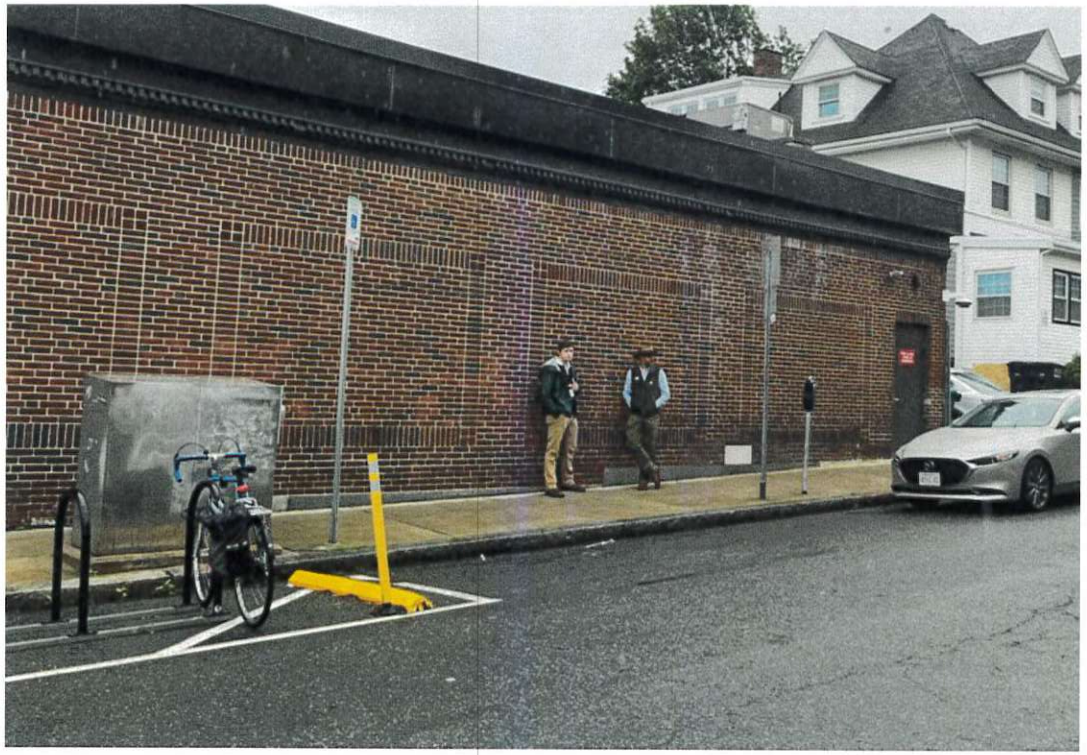
L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Box (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: Upgrade 100A panel to 200A, new feeder to (1) dual-port CP6000 EVSE, customer to furnish.

CLIENT	City of Somerville - Ball Square		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 2	REV: 0

City of Somerville - Ball Square
Josephine Ave, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes: Meter #2450053

CLIENT	City of Somerville - Ball Square				
TITLE	Site Photos				
	Drawn By:	SRC		Scale:	NTS
	Date: 8/7/25	Dwg #	3	REV:	0

City of Somerville - Ball Square
Josephine Ave, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: Site is not in an EJC, but nearby EJC blocks (minority)

CLIENT	City of Somerville - Ball Square		
TITLE	Environmental Justice Map		
	Drawn By: SRC		Scale: NTS
	Date: 3/7/25	Dwg # 4	REV: 0

City of Somerville - Ball Square
Josephine Ave, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: all equipment to be installed in public right-of-way; no visible wetlands, flood zones, or AULs

CLIENT	City of Somerville - Ball Square		
TITLE	Property Map		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 5	REV: 0

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Prospect Hill Park - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Install (1) ChargePoint CT4000 Dual-Port Level 2 EV Charging Station (2 Ports). Furnished by City.
- Furnish & Install (2) 4" bollards to protect EV Charging Station.
- Upgrade Existing Distribution Cabinet, Furnish & Install Breakers to facilitate the EV Charging Stations.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Stations.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Charging Station Installation & Activation	$1,713.45
2	5 Year Cloud	$3,110.00
3	Make Ready Infrastructure (see Project Agreement for details)	$55,126.69
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,823.53
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$68,773.67**
6	MassCEC Incentive	$68,773.67
	Total Incentive	**$68,773.67**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $68,773.67 paid by MassCEC

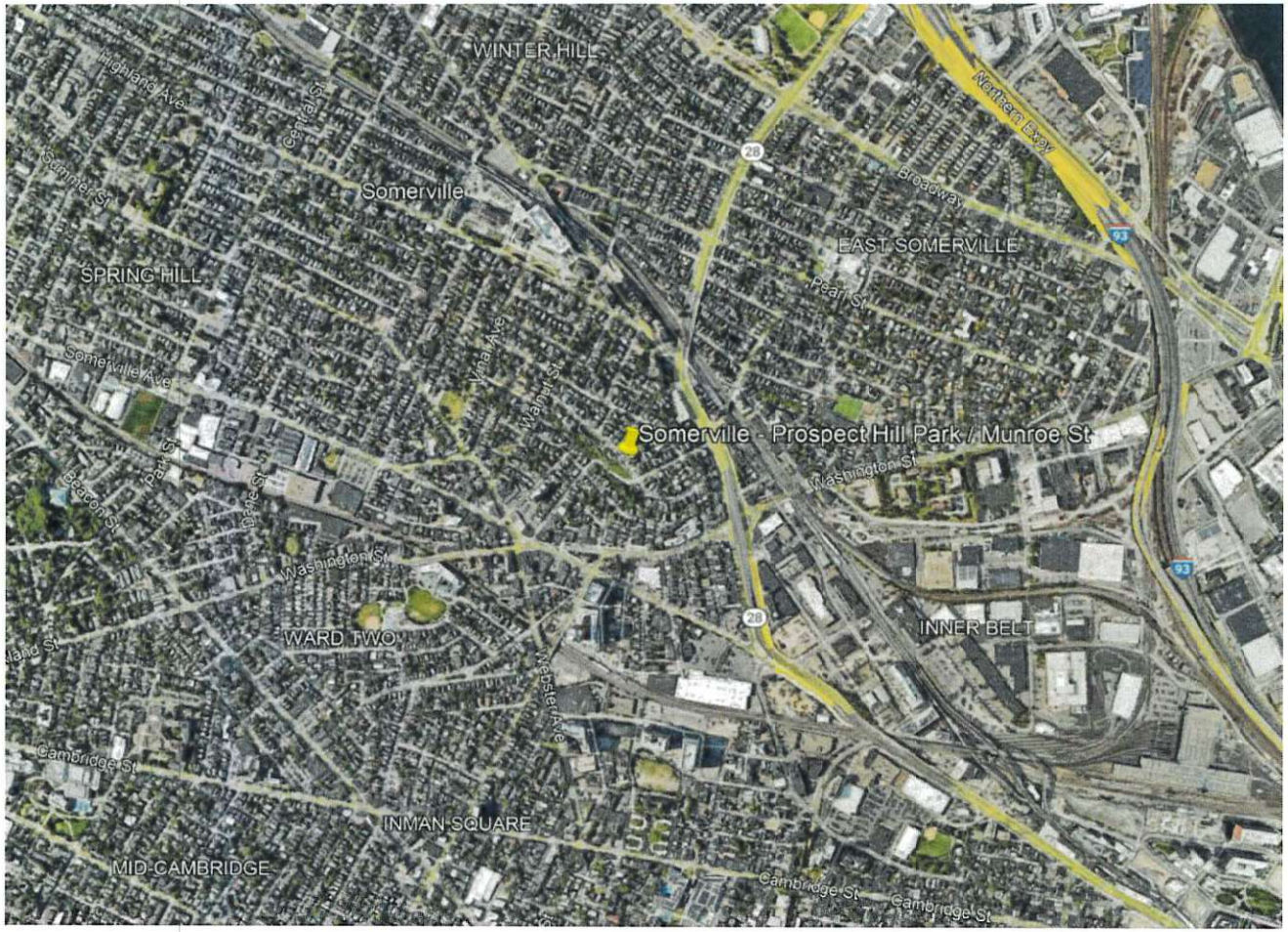
☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: City of Somerville - Prospect Hill Park		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (Signature)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Prospect Hill Park
Munroe St, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



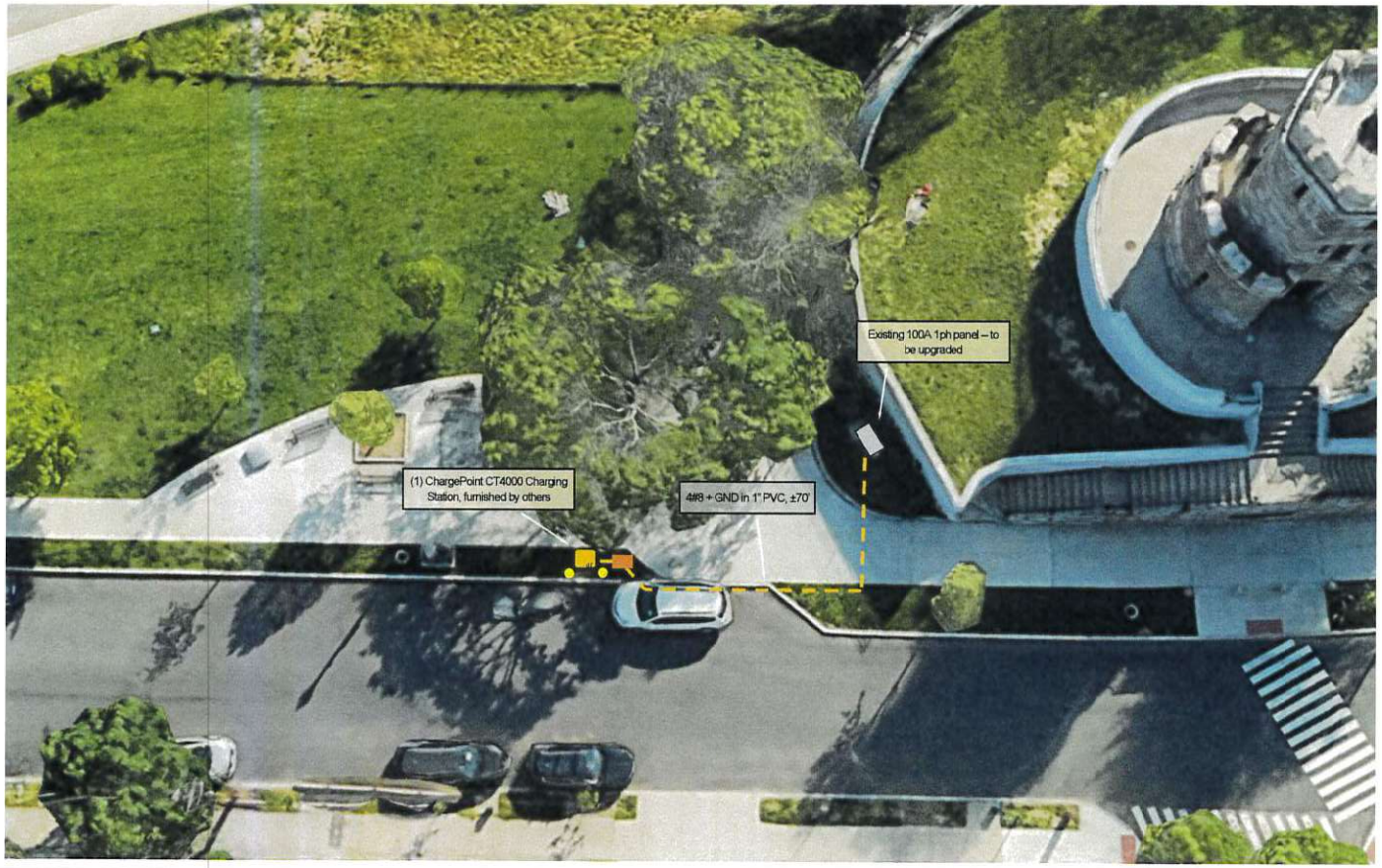
Charging Stations:

Other Notes:

CLIENT	City of Somerville - Prospect Hill Park
TITLE	Site Aerial View
Drawn By: SRC	Scale: NTS
Date: 8/7/25 Dwg # 1	REV: 0

City of Somerville - Prospect Hill Park
Munroe St, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



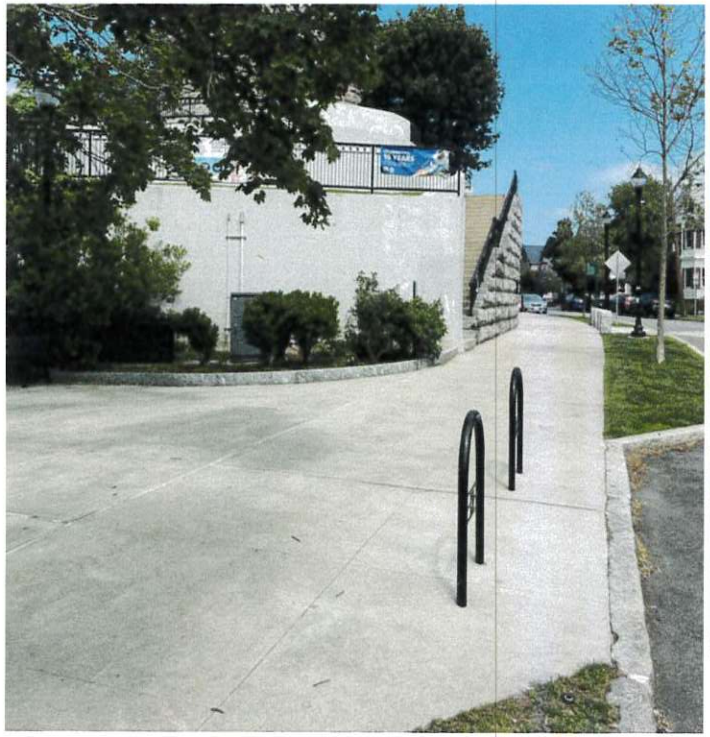
L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Box (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: Upgrade 100A panel to 200A, new feeder to (1) dual-port CT4000 EVSE, customer to furnish.

CLIENT	City of Somerville - Prospect Hill Park		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 2	REV: 0

City of Somerville - Prospect Hill Park
Munroe St, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

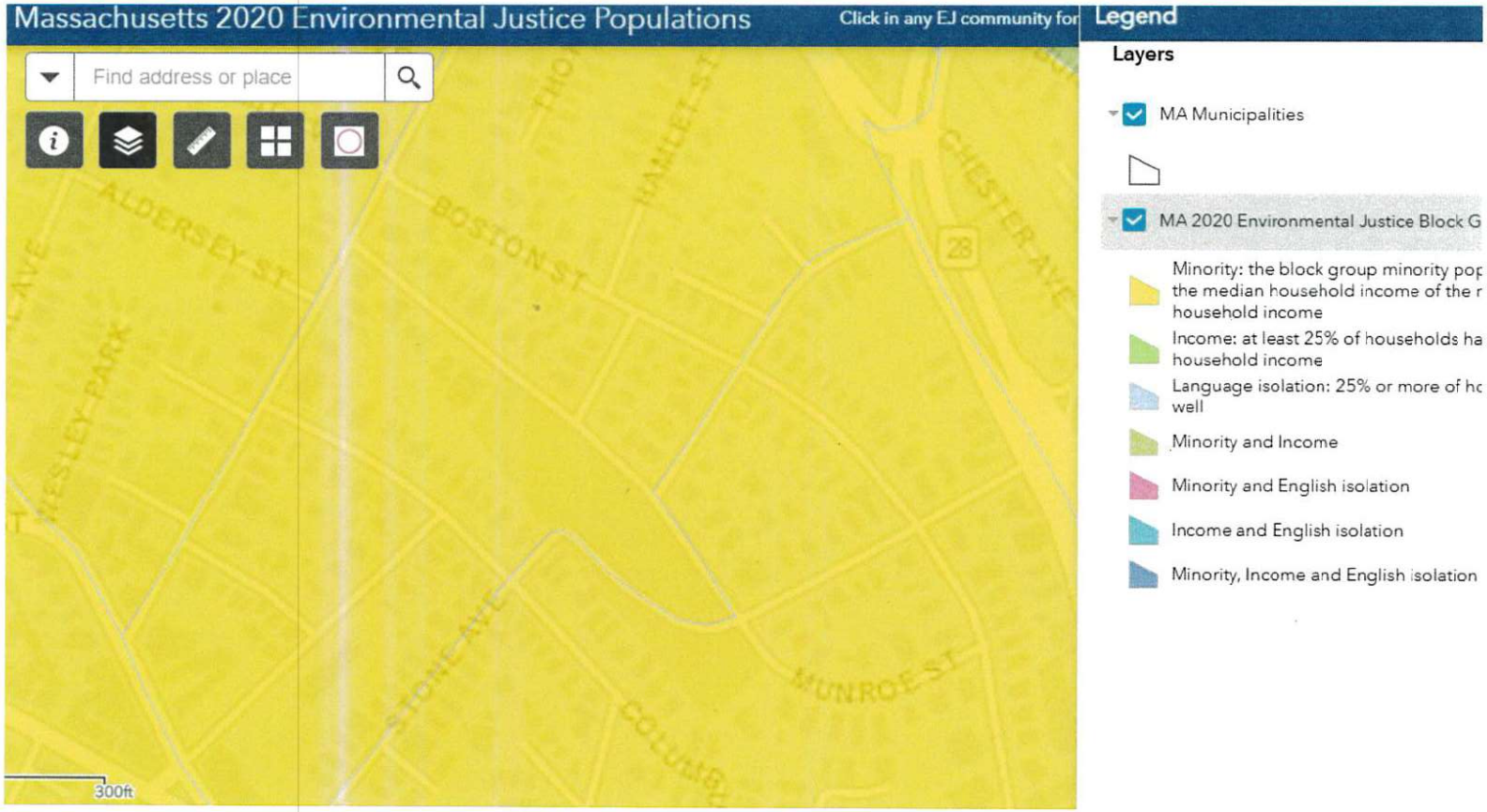


Notes:

CLIENT	City of Somerville - Prospect Hill Park			
TITLE	Site Photos			
	Drawn By: SRC		Scale:	NTS
	Date: 8/7/25	Dwg # 3	REV:	0

City of Somerville - Prospect Hill Park
Munroe St, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

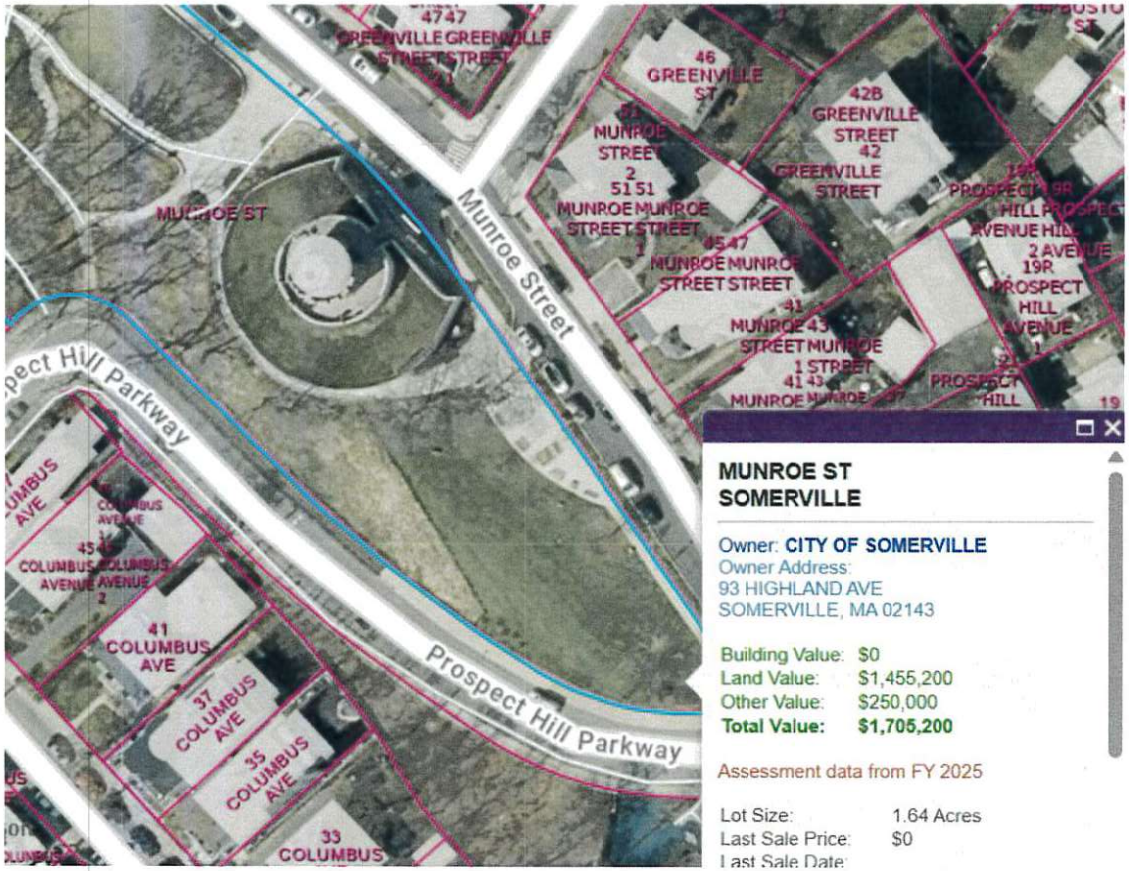


Notes: EJC (minority)

CLIENT	City of Somerville - Prospect Hill Park		
TITLE	Environmental Justice Map		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 4	REV: 0

City of Somerville - Prospect Hill Park
Munroe St, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes: all equipment to be installed in public right-of-way or City-owned property; no visible wetlands, flood zones, or AULs.

CLIENT	City of Somerville - Prospect Hill Park			
TITLE	Property Map			
	Drawn By: SRC		Scale:	NTS
	Date: 8/7/25	Dwg # 5	REV:	0

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Teele Square - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Install (1) ChargePoint CT4000 Dual-Port Level 2 EV Charging Station (2 Ports). Furnished by City.
- Furnish & Install (2) 4" bollards to protect EV Charging Station.
- Upgrade Existing Distribution Cabinet, Furnish & Install Breakers to facilitate the EV Charging Stations.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Station.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Charging Station Installation & Activation	$1,713.45
2	5 Year Cloud	$3,110.00
3	Make Ready Infrastructure (see Project Agreement for details)	$49,439.89
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,823.53
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$63,086.87**
6	MassCEC Incentive	$63,086.87
	Total Incentive	**$63,086.87**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $63,086.87 paid by MassCEC

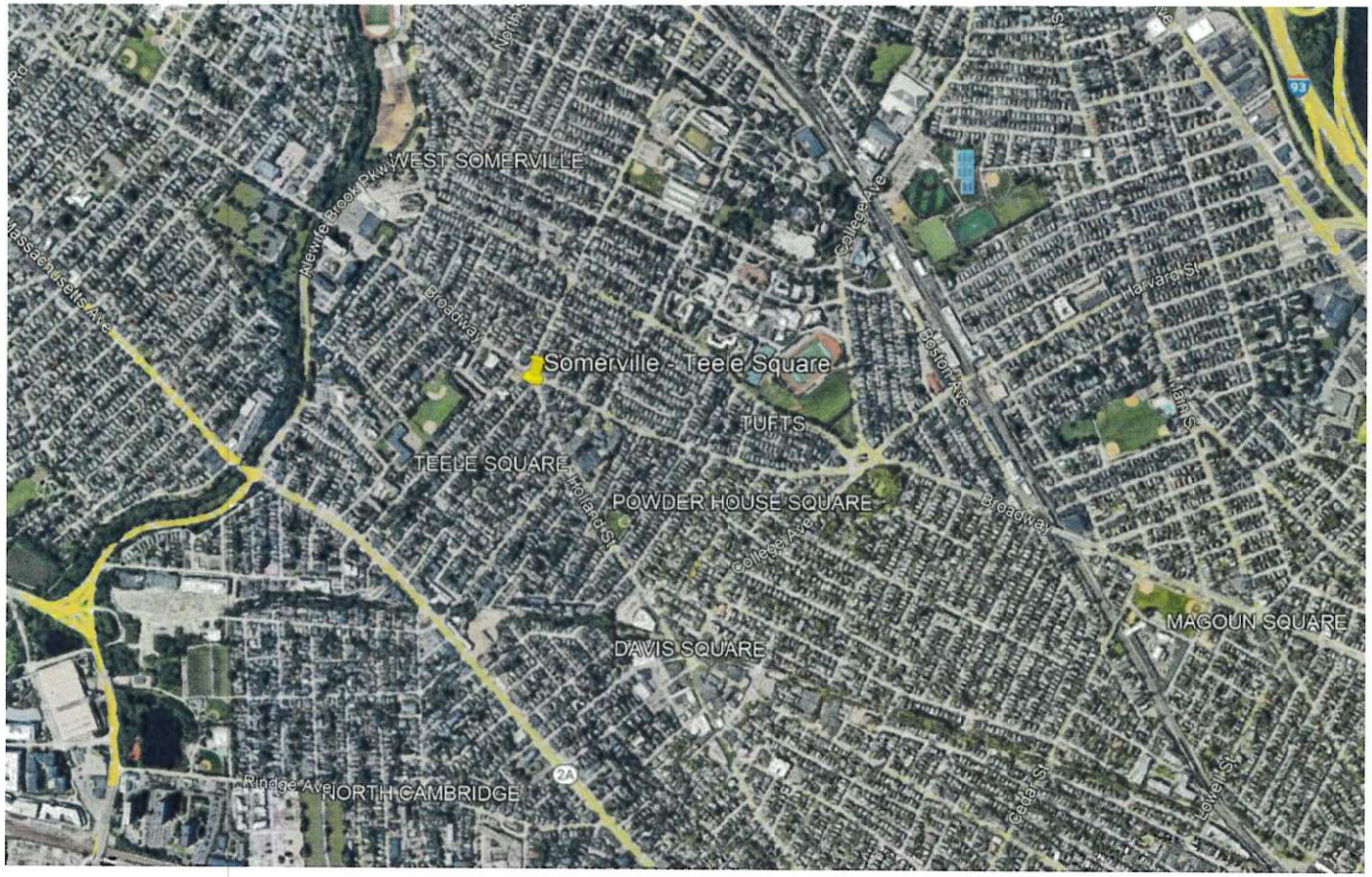
☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: City of Somerville - Teele Square		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (Signature)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Teele Square
Newbury St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Charging Stations: (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).

Other Notes:

CLIENT	City of Somerville - Teele Square		
TITLE	Site Aerial View		
	Drawn by: SRC	Scale:	NTS
	Date: 8/7/25	Dwg # 1	REV 0

City of Somerville - Teele Square
Newbury St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH ELECTRICAL TECHNOLOGIES

L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Box (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: Upgrade 100A panel to 200A, new feeder to (1) dual-port CT4000 EVSE, customer to furnish.

CLIENT	City of Somerville - Teele Square		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 2	REV: 0

City of Somerville - Teele Square
Newbury St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

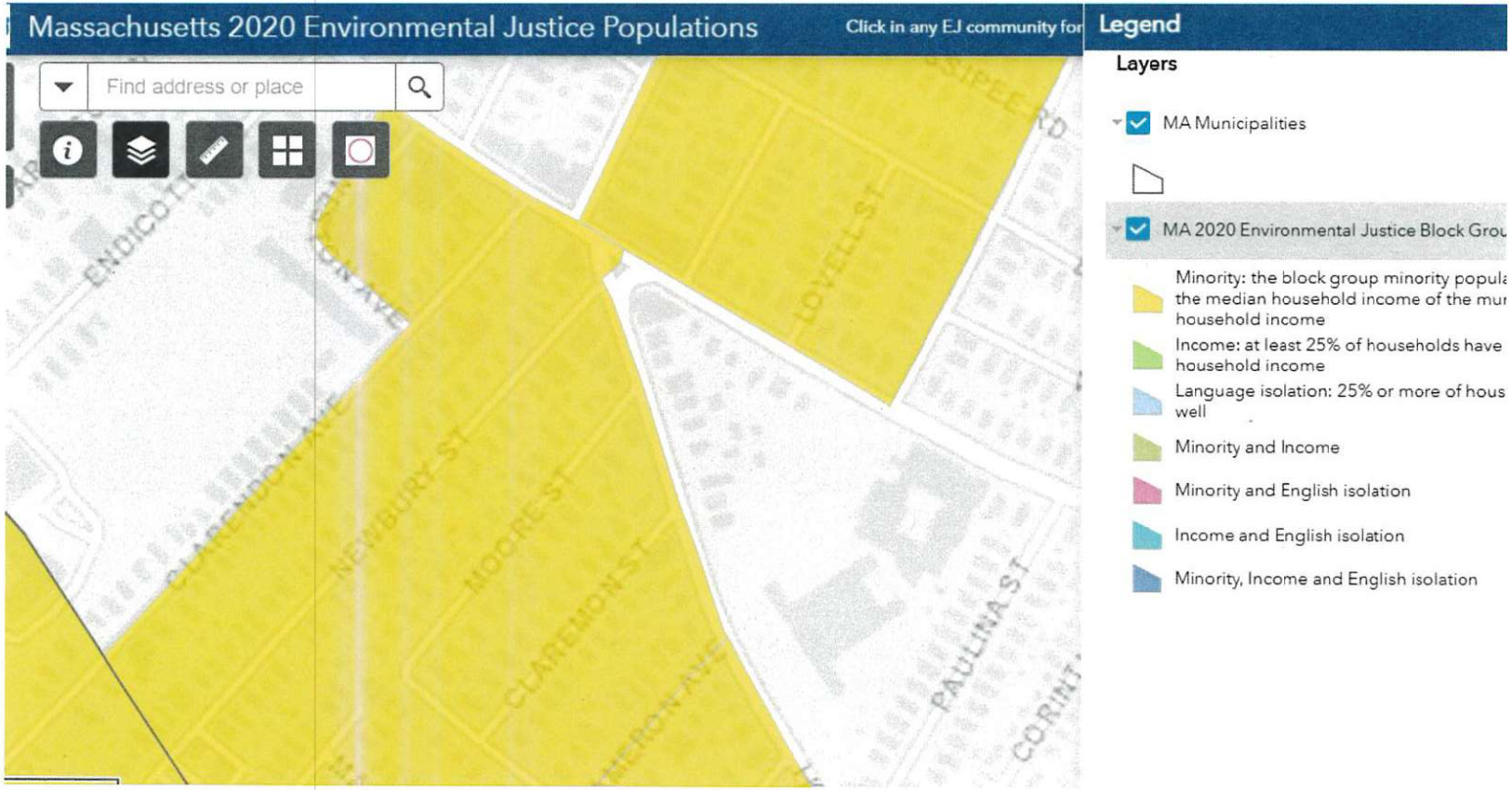
COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: Meter #16315109

CLIENT	City of Somerville - Teele Square			
TITLE	Site Photos			
	Drawn By: SRC		Scale: NTS	
	Date: 8/7/25	Dwg # 3	REV: 0	

City of Somerville - Teele Square
Newbury St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes: EJC—Minority

CLIENT	City of Somerville - Teele Square			
TITLE	Environmental Justice Map			
	Drawn By: SRC		Scale: NTS	
	Date: 8/7/25	Dwg # 4	REV: 0	

City of Somerville - Teele Square
Newbury St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: all equipment to be installed in public right-of-way; no visible wetlands, flood zones, or AULs

CLIENT	City of Somerville - Teele Square			
TITLE	Property Map			
	Drawn By: SRC		Scale: NTS	
	Date: 8/7/25	Dwg # 5	REV: 0	

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Winter Hill Park - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Furnish & Install (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).
- Furnish & Install (2) 4" bollards to protect EV Charging Station.
- Upgrade Existing Distribution Cabinet, Furnish & Install Breakers to facilitate the EV Charging Stations.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Stations.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Equipment, Installation, Shipping & Activation	$13,604.41
2	5 Year Cloud	$4,050.00
3	Make Ready Infrastructure (see Project Agreement for details)	$35,024.94
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,000.00
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$60,679.35**
5	MassCEC Incentive	$60,679.35
	Total Incentive	**$60,679.35**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $60,679.35 paid by MassCEC

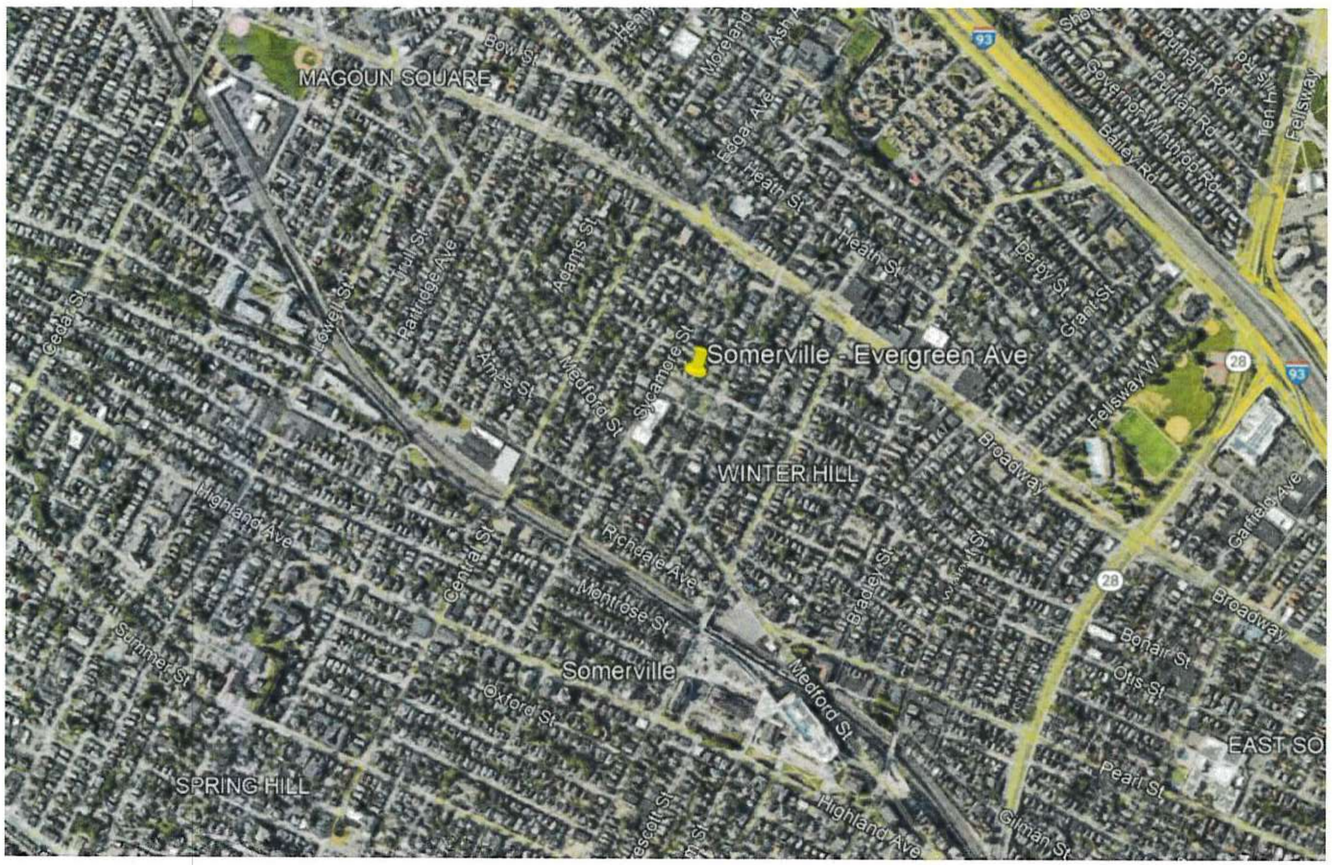
☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: City of Somerville - Winter Hill Park		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (*Signature*)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Winter Hill Park
Evergreen Ave, Somerville, MA 02145
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Charging Stations: (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).
Other Notes:

CLIENT	City of Somerville - Winter Hill Park		
TITLE	Site Aerial View		
	Drawn By SRC		Scale NTS
	Date 8/7/25	Dwg # 1	REV 0

City of Somerville - Winter Hill Park
Evergreen Ave, Somerville, MA 02145
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Bar (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: Upgrade 100A panel to 200A, new feeder to (1) new dual-port CP6000 EVSE.

CLIENT	City of Somerville - Winter Hill Park		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 2	REV: 0

City of Somerville - Winter Hill Park
Evergreen Ave, Somerville, MA 02145
MassCEC On-Street EV Charging Solutions

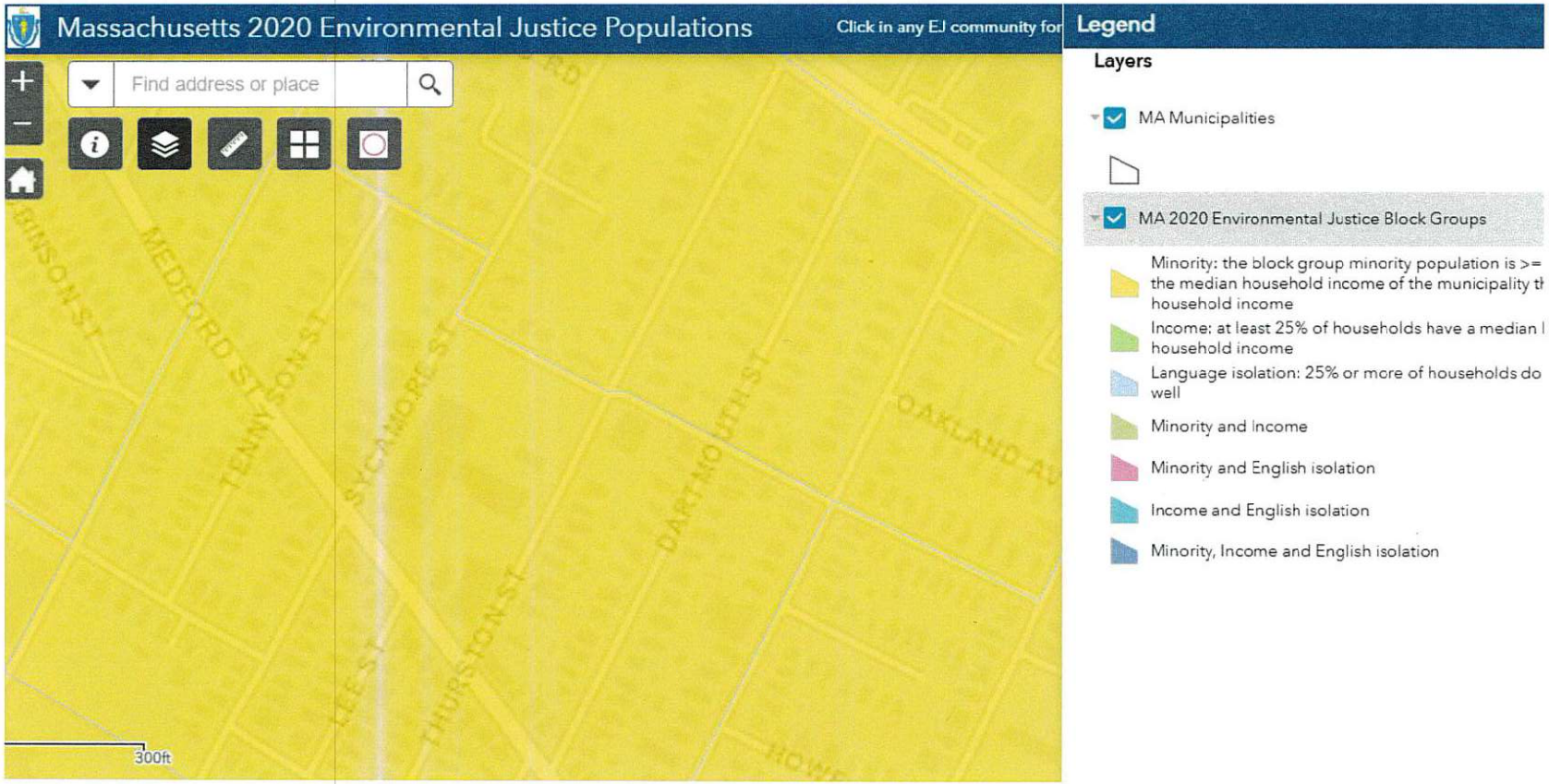
COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: Meter #2800024

CLIENT	City of Somerville - Winter Hill Park			
TITLE	Site Photos			
	Drawn By: SRC		Scale:	NTS
	Date: 8/7/25	Dwg # 3	REV:	0

City of Somerville - Winter Hill Park
Evergreen Ave, Somerville, MA 02145
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

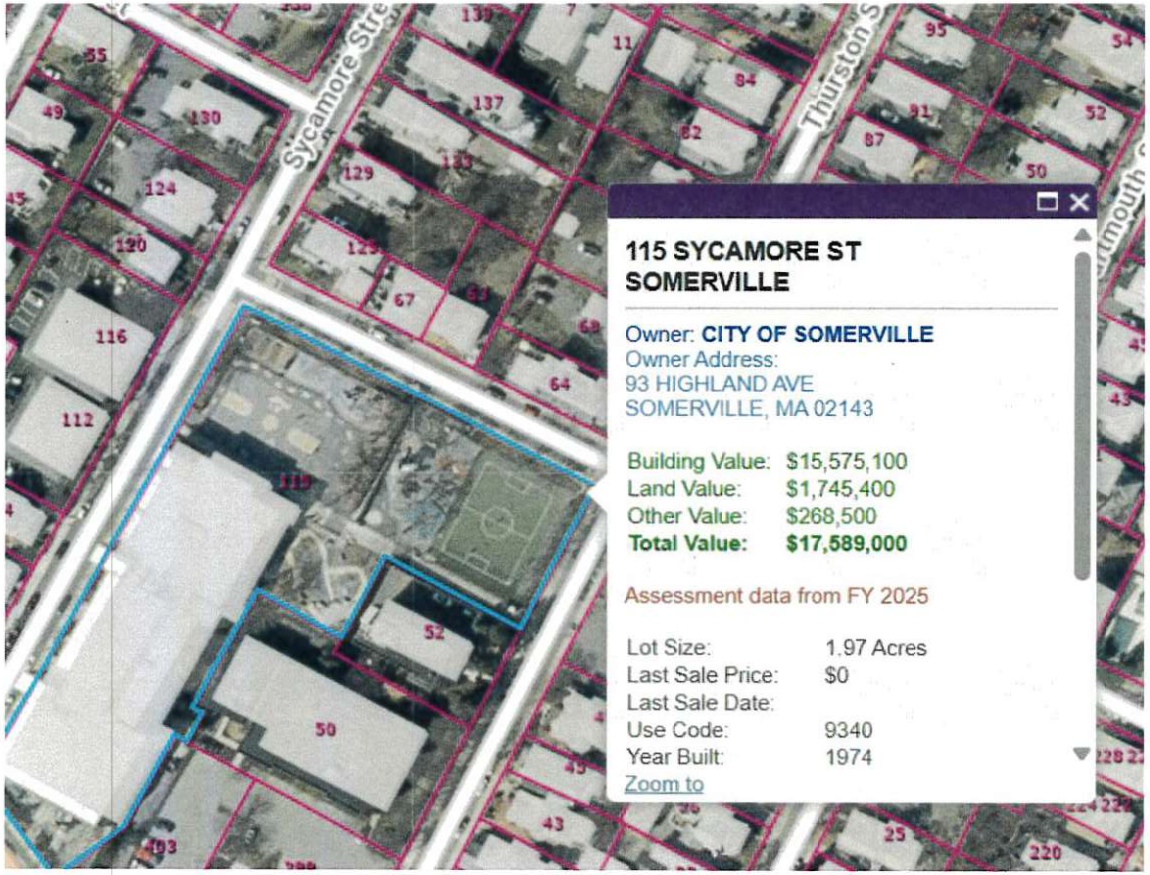


Notes: EJC Minority

CLIENT	City of Somerville - Winter Hill Park		
TITLE	Environmental Justice Map		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 4	REV: 0

City of Somerville - Winter Hill Park
Evergreen Ave, Somerville, MA 02145
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes: all equipment to be installed in public right-of-way or City-owned property; no visible wetlands, flood zones, or AULs

CLIENT	City of Somerville - Winter Hill Park		
TITLE	Property Map		
	Drawn By: SRC		Scale: NTS
	Date: 8/7/25	Dwg # 5	REV: 0

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Hudson Street - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Furnish & Install (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).
- Furnish & Install (4) 4" bollards to protect EV Charging Station & Distribution Cabinet.
- Furnish & Install Distribution Cabinet and Circuit Breakers to facilitate the EV Charging Station.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Station.
- Run conduit & cable from Distribution Cabinet to Utility Pole.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Equipment, Installation, Shipping & Activation	$13,604.41
2	5 Year Cloud	$4,050.00
3	Make Ready Infrastructure (see Project Agreement for details)	$71,662.33
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,000.00
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$97,316.74**
6	MassCEC Incentive	$97,316.74
	Total Incentive	**$97,316.74**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Pricing includes Utility Interconnection Fee estimate. MassCEC Incentive to cover utility fees 100%.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $97,316.74 paid by MassCEC

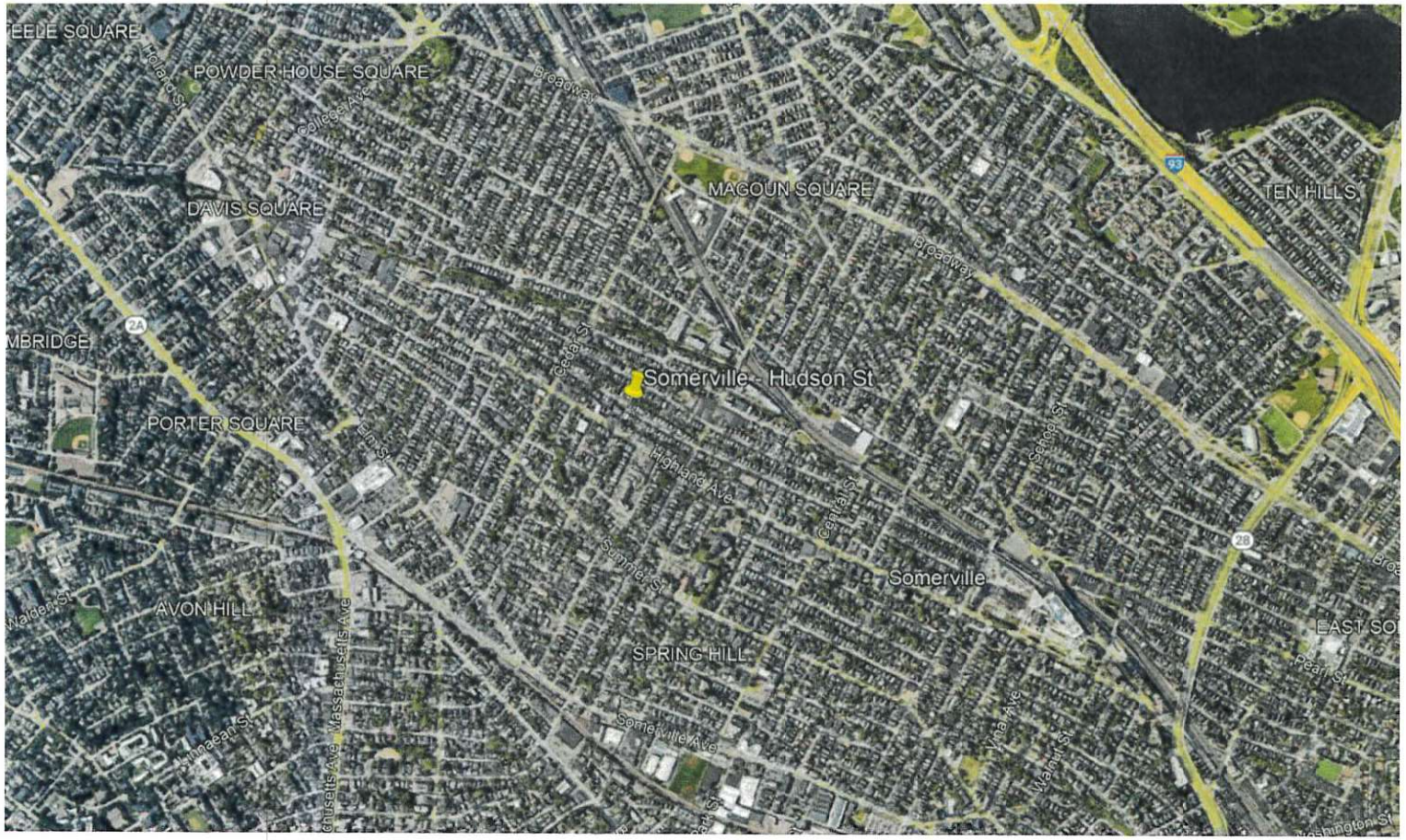
☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: City of Somerville - Hudson Street		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (*Signature*)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Hudson Street
Hudson St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Charging Stations: (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).

Other Notes: new service

CLIENT	City of Somerville - Hudson Street		
TITLE	Site Aerial View		
	Drawn By: SRC	Scale:	NTS
	Date: 8/24/25	Dwg # 1	REV: 0

City of Somerville - Hudson Street
Hudson St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

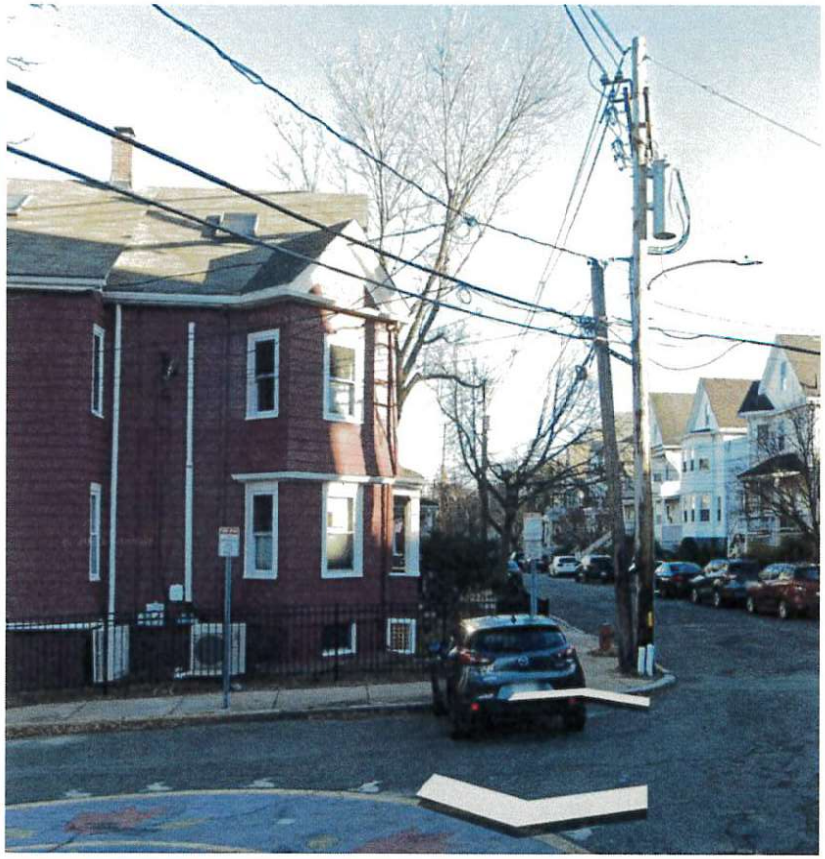
L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Box (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: New secondary service from existing pole-mouted transformer on Pole #19. Secondary riser to 150A distribution / meter cabinet, (1) CP6000 charging station.

CLIENT	City of Somerville - Hudson Street		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/11/25	Dwg # 2	REV: 0

City of Somerville - Hudson Street
Hudson St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions

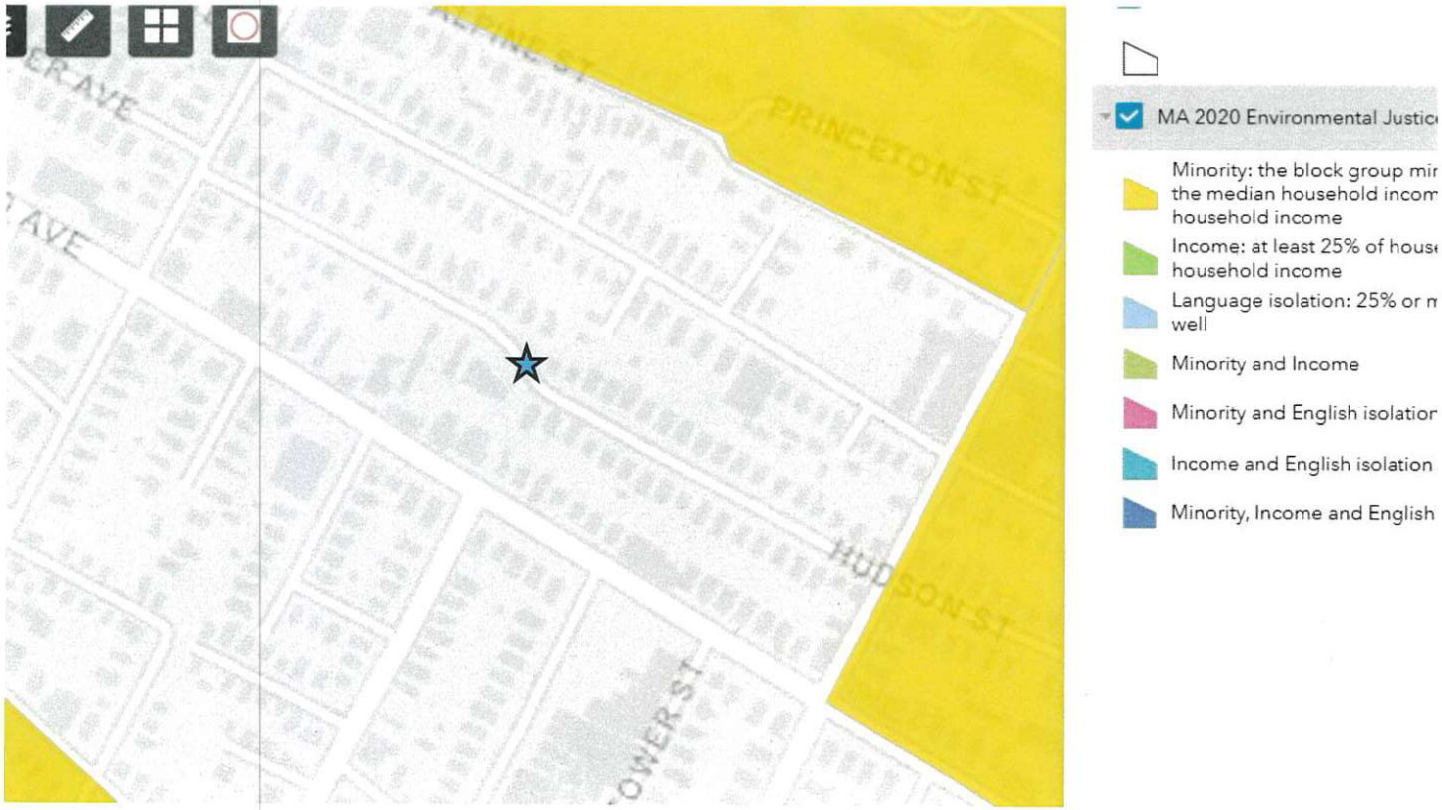
COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes:

CLIENT	City of Somerville - Hudson Street			
TITLE	Site Photos			
	Drawn By: SRC		Scale:	NTS
	Date: 8/11/25	Dwg # 3	REV:	0

City of Somerville - Hudson Street
Hudson St, Somerville, MA 02144
MassCEC On-Street EV Charging Solutions



Notes: site is not in an EJC, but near an EJC (minority) block

CLIENT	City of Somerville - Hudson Street			
TITLE	Environmental Justice Map			
	Drawn By: SRC		Scale:	NTS
	Date: 8/11/25	Dwg # 4	REV:	0

City of Somerville - Hudson Street

Hudson St, Somerville, MA 02144

MassCEC On-Street EV Charging Solutions

Notes: all equipment to be installed in public right-of-way; no visible wetlands, flood zones, or AULs

CLIENT	City of Somerville - Hudson Street			
TITLE	Property Map			
	Drawn By:	SRC	Scale:	NTS
	8/11/25	Dwg # 5	REV:	0

To: Josh Eckart-Lee
City of Somerville
50 Evergreen Ave
Somerville, MA 02143

September 12, 2025

RE: City of Somerville - Stone Ave - EV Charging Station Project

Dear Josh Eckart-Lee,

We are pleased to provide you with our proposal for the above referenced project.

Our scope of work is as follows:

- Furnish & Install (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).
- Furnish & Install (4) 4" bollards to protect EV Charging Station & Distribution Cabinet.
- Furnish & Install Distribution Cabinet and Circuit Breakers to facilitate the EV Charging Station.
- Furnish & Install conduit & cable from the Distribution Cabinet to the EV Charging Station.
- Run conduit & cable from Distribution Cabinet to Utility Pole.
- Five-Year Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Valet Dashboard, Power Management, Site Sharing, Scheduled Charging, Pricing and Automatic Funds Collection, Waitlist, Videos.
- Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups.
- City to furnish and install signage and perform parking space painting/striping.

ITEM	DESCRIPTION	PRICE
1	EV Equipment, Installation, Shipping & Activation	$13,604.41
2	5 Year Cloud	$4,050.00
3	Make Ready Infrastructure (see Project Agreement for details)	$108,304.33
4	5 Year Warranty (see Project Agreement "Appendix B" for details)	$2,000.00
5	5 Year Maintenance Plan (see Project Agreement "Appendix C" for details)	$6,000.00
	Total Project Cost	**$133,958.74**
6	MassCEC Incentive	$133,958.74
	Total Incentive	**$133,958.74**
	Net Customer Turnkey Price to Complete	**$0.00**

Please contact me with any questions.

Sincerely,
Steven Conte
Program Director, On-Street EV Charging
Energy Services Division
Commonwealth Electrical Technologies, LLC

Scope of Work Clarifications

- Prevailing Wage Labor Rates applied.
- Pricing assumes Electrical Permit fees and Taxes are not applicable.
- Infrastructure, Labor Warranty is for One year by CET.
- Material Warranty is as specified by Manufacturer.
- Pricing includes Utility Interconnection Fee estimate. MassCEC Incentive to cover utility fees 100%.
- Terms & Conditions described in the Project Agreement for the City of Somerville, including CET's and the City's Standard Terms & Conditions, apply to this project.
- This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC

PAYMENT TERMS:

☐ $133,958.74 paid by MassCEC

☐ $0.00 paid by City of Somerville

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

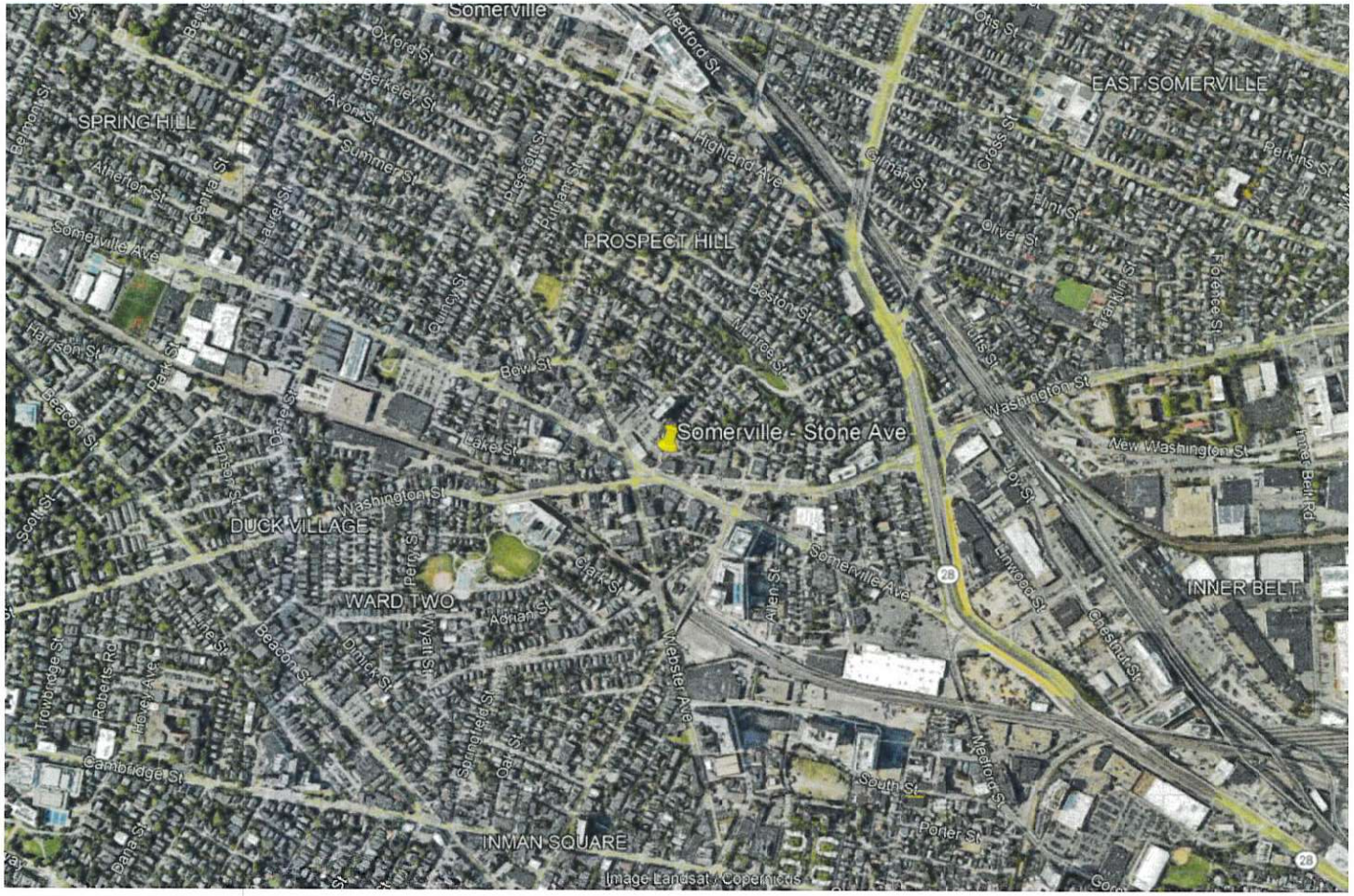
Customer: City of Somerville - Stone Ave		Commonwealth Electrical Technologies, LLC	
By:	Katjana Ballantyne (Signature)	By:	
Name:	Katjana Ballantyne	Name:	John J. Duquette
Title:	Mayor, City of Somerville	Title:	CEO
Date:	9/25/2025	Date:	

City of Somerville - Stone Ave

Stone Ave, Somerville, MA 02143

MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Charging Stations: (1) ChargePoint CP6000 50A Dual-Port Level 2 EV Charging Station (2 Ports).

Other Notes: new service

CLIENT	City of Somerville - Stone Ave		
TITLE	Site Aerial View		
	Drawn By: SRC	Scale	NTS
	Date 8/24/25 Dwg # 1	REV	0

City of Somerville - Stone Ave
Stone Ave, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

L2 Charger 1 Port	Under Ground Conduit	Hand Hole	Hand Hole Box (see Detail)
L2 Charger 2Port	Above Ground Conduit	Distribution Cabinet	
L3 Charger 1 Port	Existing Utility Pole	Dist Panel	
L3 charger 2 Port	New Utility Pole	Transformer	

Notes: Utility to upgrade at least two poles, extend 1ph primary from P324/3 to pole near EVSE location, install 1ph pole-mounted xfmr to supply new secondary service. Secondary riser to 225A 1ph distribution / meter cabinet, (1) CP6000 charging station.

CLIENT	City of Somerville - Stone Ave		
TITLE	Proposed Equipment Layout		
	Drawn By: SRC		Scale: NTS
	Date: 8/24/25	Dwg # 2	REV: 0

City of Somerville - Stone Ave
Stone Ave, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

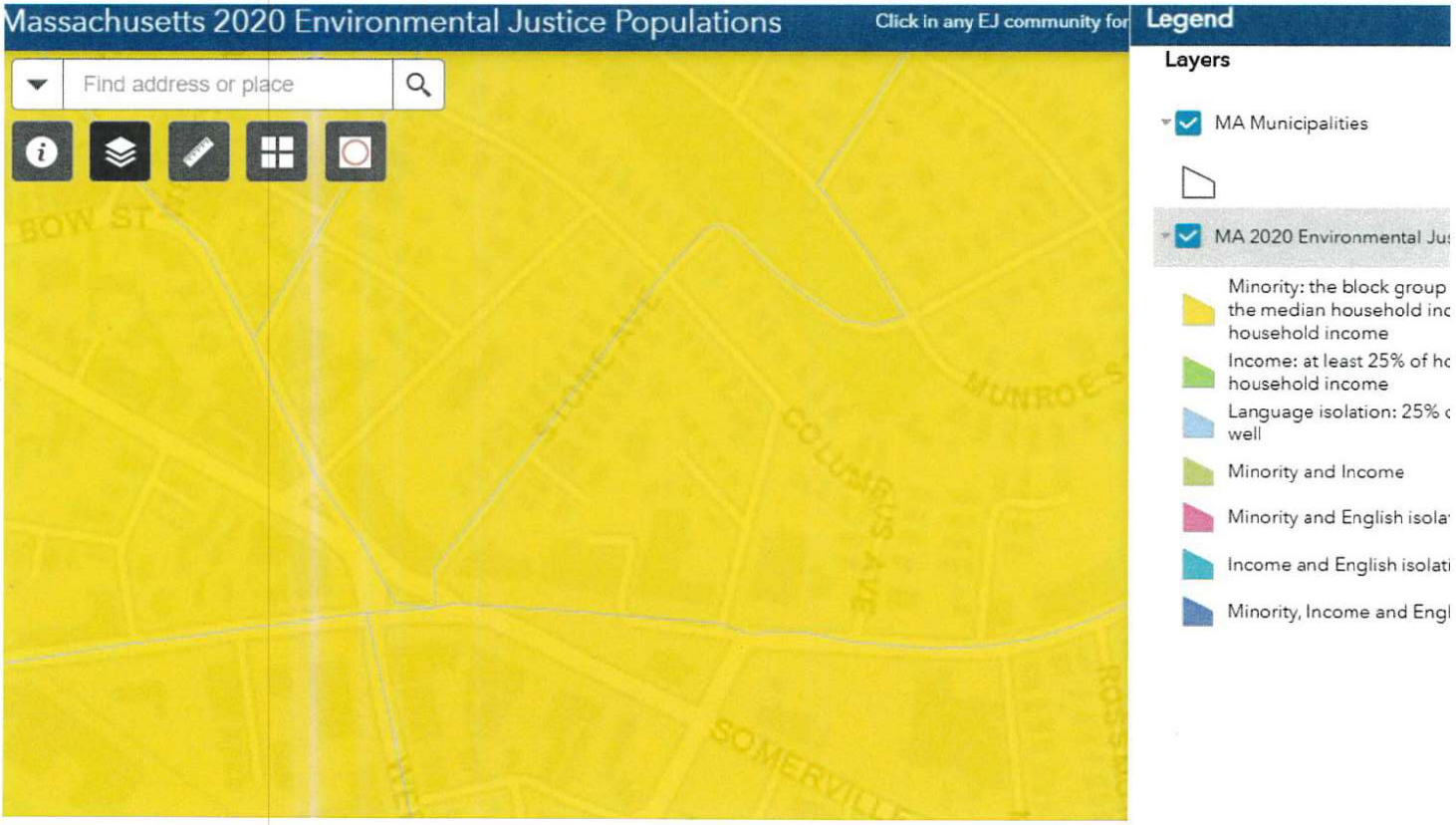
COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes:

CLIENT	City of Somerville - Stone Ave		
TITLE	Site Photos		
	Drawn By: SRC		Scale: NTS
	Date: 8/24/25	Dwg # 3	REV: 0

City of Somerville - Stone Ave
Stone Ave, Somerville, MA 02143
MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES



Notes: EJC - Minority

CLIENT	City of Somerville - Stone Ave				
TITLE	Environmental Justice Map				
	Drawn By:	SRC		Scale:	NTS
	Date: 8/24/25	Dwg #	4	REV:	0

City of Somerville - Stone Ave

Stone Ave, Somerville, MA 02143

MassCEC On-Street EV Charging Solutions

COMMONWEALTH
ELECTRICAL TECHNOLOGIES

Notes: all equipment to be installed in public right-of-way; no visible wetlands, flood zones, or AULs

CLIENT	City of Somerville - Stone Ave		
TITLE	Property Map		
	Drawn By: SRC		Scale: NTS
	Date: 8/24/25	Dwg # 5	REV: 0

Appendix B: Warranty Information

ChargePoint Assure

ChargePoint Assure® offers comprehensive monitoring, maintenance, support, and hassle-free issue resolution

With Assure, ChargePoint takes responsibility for safeguarding your charger by providing remote support, proactive monitoring, and coordination of on-site repairs by expert support specialists

Stay on top of operations with proactive monitoring

- Find out about problems before your drivers do with remote monitoring
- Enjoy 98% annual uptime, including downtime caused by hardware-related outages
- Keep your stations up and running with proactive troubleshooting and dispatch
- Call us for expert support 24 hours a day, 7 days per week

Count on us with a one business day response time

- We respond to all issues within one business day, and parts are typically shipped 3-5 business days after
- ChargePoint certified technicians will be on-site to repair your station within one business day of receiving any required parts
- Fix problems with on-site labor that ChargePoint dispatches and manages

Rest easy with the industry's leading parts and labor warranty

- We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- We include labor and travel coverage to repair issues that often aren't covered under warranty, such as vandalism and accidents

Get a glimpse into driver behavior with robust reporting

- See how stations are being used in an easy-to-read format with monthly summaries
- Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- Compare your station use with organizations like yours

Appendix C: Maintenance Information

Scope of Work

- Site visit every 6 months after commissioning. 5-year term.
- With each site visit performed, provide a report summarizing the findings of the on-site visit, including but not limited to:
    - Document Serial Number for EV Charging Station(s) (EVSE) at each location.
    - Document Age of stations at each location.
    - Document the manufacturer of each station at each location.
    - Photo documentation of each station, striping, and bollard condition.
    - Inspection of accessible EV Station components for wear and/or damage.
    - Ensure electrical connections are within manufacturer's specifications.
    - For networked stations, verification of communication with network.
    - Provide a repair strategy for damaged equipment along with time & materials pricing for repair of stations.
- Reports shall be delivered in a timely manner, within 30 days of the on-site visit.
- The reports are not for general use and is the intellectual property of Commonwealth Electrical Technologies, LLC. Parties shall comply with all laws and regulations related to the creation, preservation, accessibility, security, and custody of public records including, but not limited to G.L. c. 66 § 1 et. seq.; 950 CMR § 32, and Supervisor of Public Records Bulletin 03-93. Commonwealth Electrical Technologies, LLC shall provide proper care and management of any public records produced related to services as provided in this contract.

  A copy of the SPR Bulletin can be located at: https://www.sec.state.ma.us/divisions/archives/records-management/spr-bulletins.htm

Scope of Work Clarifications

- The City shall provide on-site contact information prior to scheduling on-site CET visit.
- Unless otherwise noted, the City shall be contacted via email at ose@somervillema.gov.
- The City agrees to provide CET access to site on day of service. Day and time of service will be coordinated at least one business day in advance, unless in the event of an emergency. To schedule, CET should email ose@somervillema.gov and designees from City Lights & Lines Department, Traffic Department, and any other staff required by the City, as directed.
- If CET determines that a station is not fit for service, CET reserves the right to remove that station from operation, in consultation with the City, for safety or NEC code issues until issue has been resolved.
- City understands and authorizes CET to take the station offline while preventative maintenance is being performed.
-
-