

## **Appendix A**

### **SCOPE OF WORK**

**Purpose:** This Contract is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and Gravity, Inc. d/b/a Gravity Technologies, Inc. (hereinafter “Contractor”) to support the expansion of an electric vehicle (EV) charging network across the State of Connecticut (State). DEEP is overseeing the implementation of the federal Charging and Fueling Infrastructure (CFI) Discretionary Grant Program (Grant), which is made available through the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (see Appendix C of this document which contains the Grant Agreement between DEEP and the United States Department of Transportation’s (USDOT) Federal Highway Administration (FHWA)). DEEP is providing funds to the Contractor to administer the Grant, which shall include Project management, technical support, and Project implementation in accordance with all substantive and administrative requirements set by the State and FHWA. Funding for this Contract is contingent upon the availability of funds appropriated by the U.S. Federal Government for the purpose of the CFI Grant Program and the availability of future-year budget authority. The underlying Project and Scope of Work, including any payments are contingent upon the availability of funds that have been designated, encumbered, or otherwise made available to DEEP by FHWA for payments under this Contract. Dates for completion are subject to change based upon modifications by the FHWA.

**Description:** The Contractor shall administer this Project by performing the following tasks. The Contractor will work with project partners, Fuss & O’Neill and Francis Energy (hereinafter, “Key Project Partners”), to complete this Project. For the purposes of this Contract, the Key Project Partners shall be considered subcontractors engaged by the Contractor to perform specific portions of the Project.<sup>1</sup> The Contractor may add, replace, or remove Key Project Partners during the period of this Contract, provided that the Contractor gives prior written notice to DEEP of any such changes. DEEP reserves the right to review and approve (such approval will not be unreasonably withheld) the Contractor’s use of or changes to any Key Project Partners. In the event any Key Project Partner is removed, the Contractor will still be responsible for accomplishing the tasks allocated to such Key Project Partner. This Project will fund the installation of eight (8) dual-port Level 2 charging stations and ninety-six (96) single-port direct-current fast chargers (DCFC) in seven (7) municipalities across the State, including Barkhamsted, Bridgeport, East Hartford, Groton, Hartford, New Haven, and Stamford (hereinafter, the “EV Charging Stations”). DEEP through this Contract, shall work with the Contractor to provide turnkey services, including installation, operations, and maintenance of the charging infrastructure. The funding in this Scope of Work is split into two (2) phases. Phase 1 of the Project covers all deliverables up to and including the final design, including but not limited to National Environmental Policy Act (NEPA), State Historic Preservation Office (SHPO), and rights-of-way analyses along with a Real Estate Acquisition Management Plan (RAMP). Phase 2 of the Project will cover implementation of the final design, including but not limited to construction, operation and maintenance.

#### **Brief Summary Phase 1: Planning**

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<sup>1</sup> Federal terms and conditions of the CFI Grant shall apply to all subcontractor(s) selected by the Contractor.

- Task 1. Provide grant management support to DEEP by drafting quarterly FHWA Performance Progress Reports; monitoring progress; preparing all bid documents; tracking reimbursements and eligibility thereof; developing and tracking metrics for construction-related grant management tasks.
- Task 2. Complete pre-NEPA, NEPA, SHPO and RAMP including any associated reviews and documentation for each selected site in accordance with FHWA requirements by May 1, 2026.
- Task 3. Complete preliminary design work and engineering specifications for EV infrastructure needs by June 1, 2026, in the pre-NEPA phase of the Project.
- Task 4. Complete final design for each site and submit to FHWA for approval by August 1, 2026.

### **Brief Summary Phase 2: Implementation**

- Task 5. Provide grant management support to DEEP by drafting quarterly FHWA Performance Progress Reports; monitoring progress; tracking reimbursements and eligibility thereof; developing and tracking metrics for construction-related grant management tasks.
- Task 6. Complete construction and operation of EVSE at selected sites in accordance with state, local, and FHWA requirements, including EVSE installation and electric hookups by November 1, 2029.
- Task 7. Complete inspection of infrastructure at selected sites by January 1, 2030.
- Task 8. Contact U.S. Department of Energy (DOE) Joint Office of Energy and Transportation for access to EV-ChART tool by January 2, 2030, and continue to update the EV-ChART platform with data required from this Project on a quarterly basis through the end of contract term per the 23 CFR 680.112 data requirements memorandum.
- Task 9. Create outreach content, usage guidance, and other engagement materials in English and Spanish by March 1, 2030.
- Task 10. Begin operation and periodic maintenance of EVSE at all selected sites by March 1, 2030.
- Task 11. Ensure ongoing EVSE operation by April 1, 2030.

**Project Name:** The project (“Project”) referenced shall be titled: **“Project Management, Grant Administration, Technical Support and Project Implementation Services for the Charging and Fueling Infrastructure Program.”**

**Deliverables:** The Contractor shall provide services for Phase 1 of this Project (Tasks 1-4) from the date of contract **execution until September 30, 2026**. Once Phase 1 is completed, Phase 2 (Tasks 5-10) is contingent on: 1) FHWA approval of Phase 1 deliverables, 2) FHWA continuing to support and fully release the obligated funds to DEEP, and 3) DEEP providing the Contractor with approval through written notification (email is sufficient) that it can proceed with Phase 2 of the Project. **Upon fully meeting all conditions noted herein, funds will be available for the next phase of the Project and Contractor shall be required to provide services for Phase 2 of this Project which shall be completed by December 31, 2030.** The Contractor shall complete Project deliverables in consultation with the Key Project Partners, to ensure full compliance with FHWA CFI program requirements.

A detailed description of each task is provided below.

**Task 1: Provide grant management support to DEEP by drafting quarterly FHWA Performance Progress Reports; monitoring progress; preparing all bid documents; tracking reimbursements and eligibility thereof; developing and tracking metrics for construction-related grant management tasks.**

The Contractor shall coordinate directly with DEEP to support them on all CFI Grant management activities required under the DEEP-FHWA grant agreement (see Appendix C), including:

- A. Preparing and reviewing quarterly FHWA Performance Progress Reports – This will involve compiling comprehensive data on Project status, highlighting key performance indicators, analyzing trends, and summarizing Project outcomes to provide a clear and accurate representation of progress to stakeholders.
- B. Monitoring Project progress to ensure that milestones and deliverables are achieved on time and on budget – This will involve closely overseeing all phases of the Project to ensure that it adheres to DEEP established and approved timelines and budgets. The Contractor shall hold regularly occurring meetings with DEEP, Key Project Partners, contractors, and other stakeholders to provide updates and address any potential delays or resource allocation issues, ensuring that all milestones and deliverables are met according to the Project plan.
- C. Preparing of bid documents for design-build.
- D. Tracking reimbursements and determining eligibility – The Contractor shall support DEEP’s reporting to FHWA. This will require maintaining accurate records of expenditures and ensuring all costs comply with federal program guidelines. This shall facilitate DEEP’s regular audits to evaluate reimbursement requests to guarantee that only program eligible expenses are processed for payment.
- E. Developing and tracking metrics for construction-related grant management tasks – This shall involve establishing key performance metrics to assess the effectiveness of EV charger installation activities. Continuous monitoring and evaluation of these metrics will ensure that the Project is meeting its objectives, facilitating timely interventions if any issues arise.

**Additional PHASE 1 Services:** Within its grant management support duties, the Contractor shall:

- A. Support coordination/communications between site host contacts and design engineers to ensure anticipated site installations and their progress adequately align with technical requirements detailed in submitted applications as well as program requirements.
- B. Draft and develop technical, educational, and informational materials about the Project for community engagement and relevant stakeholders, including local government officials;
- C. Conduct outreach on the grant program to the site hosts and other stakeholders identified by DEEP. Such materials shall include, but not be limited to, fact sheets, webinars, and other outreach materials as needed. Such materials and community engagement shall take into consideration and use best efforts to meet the needs of any Limited English Proficiency community member in the Project area(s) to include translations;
- D. Participate in biweekly remote meetings with DEEP and Key Project Partners on project milestone compliance; and
- E. Perform additional tasks within the scope of this Contract as assigned by DEEP, for which Contractor may bill on a time and materials basis.

**Task 2: Complete pre-NEPA, NEPA, SHPO, and RAMP, including any associated reviews and documentation for each selected site in accordance with FHWA requirements by May 1, 2026.**

- A. The Contractor shall provide comprehensive environmental assessment and documentation services, including evaluating existing conditions, gauging impacts, and identifying mitigation, if necessary. From Connecticut Department of Transportation (CTDOT) and other key stakeholders to complete NEPA and SHPO/Tribal Historic Preservation Office (THPO) reviews, RAMP, as well as any necessary Connecticut Environmental Policy Act (CEPA) documentation, for the installation of the EV Charging Stations, including:
1. Barkhamsted
    - a. Install two (2) new dual-port Level 2 chargers at Barkhamsted Town Hall, 67 Ripley Hill Road, Barkhamsted, CT. Chargers shall be located near a school and general store on a state road. The site is owned by the Town of Barkhamsted.
  2. Bridgeport
    - a. Install twelve (12) new single-port DCFC chargers at Brewport Brewing Co., 225 South Frontage Road, Bridgeport, CT. The property is in private ownership but leasing options shall be available for the spaces.
    - b. Install twelve (12) new single-port DCFC chargers at Boca Oyster Bar/Steelepointe Harbor, 10 East Main Street, Bridgeport, CT. The property is in private ownership but leasing options shall be available for the spaces.
  3. East Hartford
    - a. Install two (2) new dual-port Level 2 chargers at Silver Lane Plaza, 818-850 Silver Lane, East Hartford, CT. The site is owned by the City of East Hartford.
  4. Groton
    - a. Install two (2) new dual-port Level 2 chargers at Groton Public Library, 52 Newtown Road, Groton, CT. The site is owned by the Town of Groton.
  5. Hartford
    - a. Install two (2) new dual-port Level 2 chargers at Library Parking Lot, 166 Sheldon Street, Hartford, CT. This site is owned by the City of Hartford.
    - b. Install twelve (12) new single-port DCFC chargers at MAT Garage, 55 Chapel Street South, Hartford, CT. This site is owned by the City of Hartford.
    - c. Install twelve (12) new single-port DCFC chargers at Sheldon Lot, 141 Sheldon Street, Hartford, CT. This site is owned by the City of Hartford.
  6. New Haven
    - a. Install twelve (12) new single-port DCFC chargers at Wilbur Cross Athletic Fields Parking Lot, 31 Mitchell Drive, New Haven, CT. The site is owned by the City of New Haven.
    - b. Install twelve (12) new 200 kW pole-mounted on-street single-port DCFC chargers at City Health Department, 424 Chapel Street, New Haven, CT. The site is within a right-of-way on a local road owned by the City of New Haven.
  7. Stamford
    - a. Install twelve (12) new single-port DCFC chargers at Bedford Street Parking Garage, 17 Forest Street, Stamford, CT. The site is owned by the City of Stamford.
    - b. Install twelve (12) new single-port DCFC chargers at Summer Street Parking Garage, 25 Summer Place, Stamford, CT. The site is owned by the City of Stamford.

- B. Contractor shall coordinate with DEEP on the applicability of NEPA documentation and SHPO/THPO Section 106 coordination. The Contractor shall also review the CEPA Generic Environmental Classification Document with DEEP to confirm any needs for compliance pursuant to Connecticut General Statutes, Sections 22a-1 through 22a-1h and Regulations of Connecticut State Agencies (RCSA), Sections 22a-1a-1 through 22a-1a-12. Contractor shall provide targeted support to DEEP to comply with any and all CEPA requirements, if CEPA is determined to be applicable.
- C. The Contractor shall review all Project sites utilizing the Connecticut Cultural Resources Information System (ConnCRIS) Public Viewer, the Connecticut Natural Diversity Database, the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) tool, the Federal Emergency Management Agency's National Flood Hazard Layer (NFHL) Viewer, and the U.S. Environmental Protection Agency's NEPAAssist tool. Additionally, the Contractor shall evaluate the following in coordination with DEEP:
  - 1. Categorical exclusion (CE) – The Contractor and DEEP shall work in consultation to determine whether a CE under NEPA applies to the Project sites. In reaching this determination, the Parties shall coordinate with CTDOT and FHWA to use the existing CE, if applicable. The Parties agree that DEEP will facilitate interagency cooperation and coordination. CE determination shall also include a review of the 2023 U.S. Department of Transportation (U.S. DOT) decision to adopt the DOE's Electric Vehicle Charging Stations Categorical Exclusion under NEPA to use in its programs and funding opportunities.<sup>2</sup> In the event a CE does apply, the Contractor shall prepare one (1) CE for all sites with optional tasks to (a) prepare individual CEs for the twelve (12) sites for individual consideration, and (b) prepare an individual CE if the Programmatic CE pathway is not available.
  - 2. Section 106 Coordination – An exemption to Section 106 of the National Historic Preservation Act was published on November 2, 2022, releasing all federal agencies from the Section 106 requirement to consider the effects of their undertakings involving the installation and placement of EVSE, provided specific conditions outlined in the exemption are met. As the lead federal agency, FHWA would make the determination as to whether the Section 106 exemption applies. The Contractor shall support DEEP in coordination with FHWA regarding this exemption.
- D. One (1) RAMP shall be developed in accordance with FHWA's Model for the Development of a RAMP.
- E. The Contractor shall prepare all documents for CEPA/NEPA compliance, SHPO/THPO Section 106 coordination, and the RAMP in electronic format, and make draft documents available for one round of timely review/comment/revisions by DEEP and stakeholders. In addition, Contractor shall schedule up to two meetings to facilitate interagency coordination on the CEPA/NEPA/Section 106/RAMP process.

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<sup>2</sup> This CE should apply as it is intended for any Project that is financed in whole or in part through federal funds made available by U.S. DOT, including the CFI Program. The CE allows for the installation, modification, operation, and removal of EV charging stations, but like all CEs, requires consideration of extraordinary circumstances. It is anticipated that several FHWA CEs may be applicable, including those found at 23 CFR 771.117(c)(2, 19, 22, and 23) and (d). FHWA has encouraged the use of Programmatic CEs established with state departments of transportation.

**Task 3: Complete preliminary design work and engineering specifications for EV infrastructure needs by June 1, 2026, in the pre-NEPA phase of the Project.**

- A. The Contractor shall complete the Project's preliminary design and engineering activities as described in this Task 3. Preliminary design and engineering specifications shall commence for the Project's selected sites immediately upon execution of this Contract and shall support final design being completed by August 1, 2026.
- B. The Contractor shall prepare an initial schematic design layout for each of the identified sites which can be provided to stakeholders for initial feedback and signoff. During this design phase, conceptual designs shall be created to illustrate the scales and relationships between the Project components. Contractor shall develop an acceptable concept by exploring possible design solutions with Project stakeholders, site hosts, and DEEP, and vetting these concepts through an analysis of physical site and utility constraints.
- C. The Contractor shall prepare preliminary layout plans to communicate the design intent to Project stakeholders, site hosts, and DEEP. No more than two (2) alternatives shall be prepared during this phase. Time shall be budgeted for minor revisions to the concept and to address preliminary comments made by Project stakeholders, site hosts, and DEEP. The Contractor, in consultation with DEEP and site hosts, shall select one alternative for FHWA review and approval. Up to twenty (20) hours for virtual meetings is included in this task.
- D. Site design plans shall identify the limits of site improvements and construction access. Contractor is responsible for all utility coordination, which shall include preparing utility work order applications. The Contractor shall also identify optimal locations for new utility transformers and meters to effectively provide power to EV charging operations.
- F. For sites where EV chargers will be installed within existing indoor garages, the Contractor shall assess the current electrical infrastructure and evaluate the potential impact of the new EV chargers on the existing electrical service. If the existing electrical system cannot accommodate the increased load, the Contractor shall collaborate with the utility company to explore the feasibility of installing a secondary electrical service for the site. If this option is not viable, the Contractor shall develop a design plan to upgrade the garage's electrical system to support the additional energy demand.
- G. Contractor shall be responsible for providing EV charger specifications, ensuring they align with the design criteria outlined in the DEEP-FHWA grant agreement (see Appendix C). This includes verifying compliance with operational and regulatory standards to support successful Project implementation.
- H. For all charging infrastructure, particularly for any that is new construction/installation, with the exception of retrofits which may limit design flexibility, the Contractor shall use best efforts to integrate design features to mitigate any potential safety risks. To the extent applicable and possible, the Project's municipal charger locations shall adhere to the following best practices for promoting safety:
  - 1. Siting and station design to ensure visibility for all rights-of-way connected to the sites;
  - 2. Placing chargers along parking lot edges (except for the 424 Chapel Street, New Haven location,

where the city is planning on having charging stations installed in the right-of-way adjacent to/in front of 424 Chapel Street);

3. Installing/making use of existing bollards and other physical barriers;
  4. Keeping cables off of sidewalks/walkways to reduce tripping hazards;
  5. Using retractable cables to reduce tripping hazards;
  6. Fire prevention;
  7. Charger locks;
  8. Signage; and
  9. DEEP may assign additional tasks within the scope of this Contract for which Contractor may bill on a time and materials basis for an additional agreed upon fee, provided there are additional funds available within the budget for the Project.
- I. The Contractor shall implement design features and guidelines that accommodate people with disabilities when installing EV charging stations. The Contractor shall consider accessibility, ease of use, and safety for disabled drivers and vehicle occupants, including those using wheelchairs or other assistive equipment. Key considerations shall include ensuring adequate space for exiting and entering the vehicle, unobstructed access to the charger, free movement around the charger and connection point on the vehicle, and clear paths and proximity to building entrances.
- J. The following are assumed in both the preliminary and final design tasks:
- 1. Survey and Base Mapping Assumptions**
    - a. Available mapping, digital aerial imagery, or current boundary and topographic survey is available for the Project and shall be provided to the Contractor by DEEP in electronic format compatible with AutoCAD.
  - 2. Site Design Assumptions.** The Contractor and DEEP agree to the following assumptions:
    - a. The selected sites are already developed, and parking meets the local design requirements. The proposed charging equipment shall be added to these existing spaces with no modifications to the existing layouts.
    - b. Site lighting design is not included in this contract.
    - c. Modifications to existing site utilities are not included in this contract.
    - d. The design of irrigation systems is not included in this contract.
    - e. Preparation of specifications is not included in this contract.
    - f. Unless expressly instructed by DEEP to the contrary, Contractor shall consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of Project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the Project, using applicable available data relevant to the Project geography.

**Task 4: Complete final design for each site and submit to FHWA for approval by August 1, 2026.**

- A. The Contractor shall complete final design activities for the installation of the EV Charging Stations. **Completion of these design activities is contingent upon the successful review and approval under NEPA and the SHPO guidelines.** The Contractor shall lead this task and ensure all planning activities are finalized by August 1, 2026.
  
- B. The Contractor shall ensure that all plans and reports prepared during the final design task are signed and sealed by a Connecticut-licensed professional engineer. Up to twenty (20) hours of virtual meeting time is included to support the preparation of final designs.
  
- C. The Contractor shall develop technical plans for each EV Charging Station site. The technical plans shall consist of the following:
  - 1. Site Preparation Plan for each Project Site – Special attention shall be paid to existing features and vegetation to preserve, to the greatest extent possible, the natural character of the site.
  - 2. Erosion and Sedimentation Control Plan – If deemed necessary by the Contractor, Contractor shall prepare Erosion and Sedimentation Control Plans for each site and prepare associated details as required by the local regulatory authority and in accordance with DEEP 2024 Connecticut Guidelines for Soil Erosion and Sediment Control as well as the DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities.
  - 3. Site Layout Plan – Each site shall require a Site Layout Plan to depict proposed features that will be visible after construction. As required, dimensions shall be added to the Site Layout Plan to specify key measurements.
  - 4. Site Utility Plan – Each site shall require a Site Utility Plan that should include the electrical service trenching and ductwork for the proposed charging stations. If the final utility review requires additional service to support EVSE functions for the site, the Contractor shall bear sole responsibility for the cost of such utility upgrades, which may be counted as part of the Contractor’s required cost share.
  - 5. Electrical Design Plans – Each site shall require permit-level drawings, which shall include: utility transformer locations, main service disconnects, conduit and feeder routing for primary and secondary connections to utility transformers, conduit and feeder configurations for main EV charging hubs and individual EV charging stations.
  - 6. Site Details – Erosion control, stormwater, utility, and other site details shall be included in the plan set. Where appropriate, call outs and notes shall be added to the details to specify select technical information.
  
- D. The Contractor shall complete the following tasks to support local permitting:
  - 1. Complete necessary site plan modification land use applications.
  - 2. Hold one (1) pre-application meeting with municipal staff to review the proposed improvements and outline the necessary permits required to move forward to construction.
  - 3. Provide timely response to comments and updated design documents to support final signoff on land use permits.

**Task 5: Provide grant management support to DEEP by drafting quarterly FHWA Performance Progress Reports; monitoring progress; tracking reimbursements and eligibility thereof; developing and tracking metrics for construction-related grant management tasks.**

The Contractor shall coordinate directly with DEEP to support them on all CFI Grant management activities required under the DEEP-FHWA grant agreement (see Appendix C), including:

- A. Preparing and reviewing quarterly FHWA Performance Progress Reports – This will involve compiling comprehensive data on Project status, highlighting key performance indicators, analyzing trends, and summarizing Project outcomes to provide a clear and accurate representation of progress to stakeholders.
- B. Monitoring Project progress to ensure that milestones and deliverables are achieved on time and on budget – This will involve closely overseeing all phases of the Project to ensure that it adheres to DEEP established and approved timelines and budgets. The Contractor shall hold regularly occurring meetings with DEEP, Key Project Partners, contractors, and other stakeholders to provide updates and address any potential delays or resource allocation issues, ensuring that all milestones and deliverables are met according to the Project plan.
- C. Tracking reimbursements and determining eligibility – The Contractor shall support DEEP’s reporting to FHWA. This will require maintaining accurate records of expenditures and ensuring all costs comply with federal program guidelines. This shall facilitate DEEP’s regular audits to evaluate reimbursement requests to guarantee that only program eligible expenses are processed for payment.
- D. Developing and tracking metrics for construction-related grant management tasks – This shall involve establishing key performance metrics to assess the effectiveness of EV charger installation activities. Continuous monitoring and evaluation of these metrics will ensure that the Project is meeting its objectives, facilitating timely interventions if any issues arise.

**Additional PHASE 2 Services:** Within its grant management support duties, the Contractor shall:

- E. Support coordination/communications between site host contacts and design engineers to ensure anticipated site installations and their progress adequately align with technical requirements detailed in submitted applications as well as program requirements.
- F. Draft and develop technical, educational, and informational materials about the Project for community engagement and relevant stakeholders, including local government officials;
- G. Conduct outreach on the grant program to the site hosts and other stakeholders identified by DEEP. Such materials shall include, but not be limited to, fact sheets, webinars, and other outreach materials as needed. Such materials and community engagement shall take into consideration and use best efforts to meet the needs of any Limited English Proficiency community member in the Project area(s) to include translations;
- H. Participate in biweekly remote meetings with DEEP and Key Project Partners on project milestone compliance;
- I. Present at up to three public meetings and/or bidders conferences; and
- J. DEEP may assign additional tasks within the scope of this Contract for which Contractor may bill on a time and materials basis.

**Task 6: Complete construction and operation of EVSE at selected sites in accordance with state, local, and FHWA requirements, including EVSE installation and electric hookups by November 1, 2029.**

- A. The Contractor shall construct and operate the EV Charging Stations. Contractor shall provide all equipment and materials necessary for the charger installation and operation, shall provide all construction services, and shall ensure the charging equipment is operational 98 percent of the time once commissioned. Contractor shall comply with all federal, State, and municipal laws, regulations, and ordinances applicable to the installation of public EV charging stations.
- B. All DCFC charging sites should have at least four (4) chargers (ports) that can achieve a maximum capacity of 500 kW per charger, unless otherwise specified by DEEP.
- C. Contractor agrees to secure access to all sites including all municipal and privately owned, pursuant to the RAMP adopted in Phase 1, which may include long-term leases (15 years) with options to renew.
- D. The Contractor shall provide the following Construction Administration services for the site and electrical design facets of the work:
  1. Attend one (1) pre-construction meeting for each site.
  2. Review design and construction-related submittals (e.g., schedule of values, product data, etc.).
  3. Review and prepare responses to Requests for Information.
  4. Participate in two (2) construction progress team meetings for each site.
  5. Perform two (2) site visits to each site to review construction progress.
  6. Conduct Substantial Completion site walks and prepare punch lists of any outstanding items for each site.
  7. Conduct a Final Inspection of the work and complete close-out documentation for each site.

**Task 7: Complete inspection of infrastructure at selected sites by January 1, 2030.**

- A. The Contractor shall secure local building and electrical permits from the seven (7) participating Connecticut municipalities before construction commences. Following the installations, Contractor shall promptly address any concerns raised by the local inspectors during site inspections of the EV charging stations.

**Task 8: Contact US DOE Joint Office of Energy and Transportation for access to EV-ChART tool by January 2, 2030, and continue to update the EV-ChART platform with data required from this Project on a quarterly basis through the end of contract term per the 23 CFR 680.112 data requirements memorandum.**

- A. The Contractor shall contact the DOE Joint Office of Energy and Transportation and secure access to the EV-ChART. The Contractor shall report the following data via EV-ChART on a quarterly basis:
  - Station information – Location, type, and capacity.
  - Charger usage data – Session counts, energy dispensed (kWh), and session start/end times.
  - Operational data – Charger uptime/downtime and maintenance events.
  - Pricing information – Costs to users.
  - User experience data – Customer feedback or reliability reporting.

**Task 9: Create outreach content, usage guidance, and other engagement materials in English and Spanish, or other prominent non-English speaking language of the affected community, by March 1, 2030.**

- A. The Contractor shall develop a communications strategy that builds on past efforts and offers multiple opportunities for public participation. Key Project Partners shall draw on past experiences with projects of similar scale to inform the process based on lessons learned and insight gleaned from this type of project implementation in communities across the State.
- B. Contractor shall develop Community Participation Plans for DEEP's review to inform Project planning and rollout in the seven (7) municipalities. The engagement process shall be tailored to the needs of these areas, including the needs of the Project site's Limited English Proficiency community, and shall amplify voices that may not have been traditionally included in engagement processes. The Contractor shall assist DEEP in the development and delivery of outreach and engagement materials to communicate planning intentions, impacts, and design concepts. All outreach materials shall be provided in both English and Spanish, or other prominent non-English speaking language of the affected community, and shall meet the requirements of Section 508 of the Rehabilitation Act of 1973. Materials may include informative Project fact sheets and engagement solicitation flyers developed in Task 1. Circulating both digital and print communications is recommended. Printed communications may be distributed or pinned in city/town halls, public libraries, and/or at the proposed Project sites. All distributed Project materials shall include team contact information should stakeholders or members of the public have questions or feedback related to the Project.
- C. Other outreach materials to be developed at DEEP's direction in Task 1 and this task shall include, but not be limited to, social media-ready content and language for existing email listserv announcements. The translation of the technical jargon of EV infrastructure and grant programs into language and graphics that enable people to interpret the information and relate it to their own perceived needs, concerns, and actual experiences is critical to meaningfully engage people in decision-making, support collaboration, and build stakeholder confidence in and commitment to the process.
- D. Outreach materials may also include pre-recorded informational videos to be posted on DEEP's website and/or distributed electronically through listservs or social media. Key Project Partners have found success in using pre-recorded videos to inform communities of a project, and to reach audiences that may be unable to attend meetings. Pre-recorded videos for this Project shall include, but not be limited to, the following: highlights of the CFI Grant program, EV charger usage guidance, and how EVs and their infrastructure fit into the broader goals of the State. Upon DEEP's request, Contractor may bill for this optional service on a time and materials basis, for an additional agreed upon fee, provided there are additional funds available within the budget for the Project.
- E. Contractor shall conduct up to three (3) public meetings either virtually or with a hybrid component, as directed by DEEP. Contractor shall use public meetings as an opportunity to share design concepts and plans with residents, local businesses, and other interested stakeholders through a combination of informative presentations, engaging materials intended to promote active participation, and ample time for meaningful conversation.

F. In addition to virtual engagement and to reach audiences on the ground and in the community, Contractor shall conduct at least one (1) Interactive Pop-Up Session (“Pop-Up”) at each site (or close-by, should another location be preferred). In advance, informational Project materials shall be prepared in both English and Spanish, or other prominent non-English speaking language of the affected community, and the Contractor shall set up a Pop-Up table at the proposed Project site (or other preferred location) to discuss the proposed Project with passersby. This is also an opportunity to work with community groups and other institutions to share information and gather feedback on the Project. Pop-Ups are a great way to increase awareness of a Project, engage folks who are currently using the space, and provide opportunity for real-time feedback. Upon DEEP’s request, Contractor may bill for this optional service on a time and materials basis, for an additional agreed upon fee, provided there are additional funds available within the budget for the Project.

Public outreach shall commence in fall-2025 and continue as needed in consultation with DEEP. An estimated engagement timeline is given in Table 8-A.

Table 8-A. Tentative Engagement Timeline

<b>PHASE 1</b>		
<b>Item</b>	<b>Timeframe</b>	<b>Notes</b>
Outreach Materials	Q4 2025-Q4 2026	Assumes that some materials developed in Task 1 (Phase 1) will be used and that only limited additional material may be developed in this Phase. Videos optional.
<b>PHASE 2</b>		
<b>Item</b>	<b>Timeframe</b>	<b>Notes</b>
A. Communications Strategy	Q3 2026	
B. Community Participation Plans	Q3 2026	
C. Outreach Materials	Q4 2025-Q4 2026	Assumes that some materials developed in Task 1 (Phase 1) will be used and that only limited additional material may be developed in this Phase. Videos optional.
E. Meetings	Q3-Q4 2026	
F. Pop-Up Events	Q3 2026	Optional Task: Conducted following final design before project construction.

**Task 10: Begin operation and periodic maintenance of EVSE at all selected sites by March 1, 2030.**

- A. The Contractor shall contract with the seven (7) Connecticut municipalities to provide turnkey EV services, including operations and maintenance. Operations and maintenance activities shall begin by March 1, 2030, and shall continue throughout the term of this Contract.

**Task 11: Ensure ongoing EVSE operation by April 1, 2030.**

- A. The Contractor shall manage ongoing operation of the EV charging stations, ensuring that the equipment is operational 98 percent of the time. The Contractor shall partner with local, DEEP-approved field technicians to ensure locations are meeting operational requirements. Ongoing operations shall commence upon completion of installation of equipment.

**2. Extensions/Amendments**

Formal written amendment of the contract is required for changes to the terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- A. Revisions to the maximum Contract payment,
- B. The total unit cost of service;
- C. completion of objectives or services; and
- D. any other Contract revisions determined material by DEEP.

If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Project completion date. If deemed acceptable, approval to extend the completion deadline for the Project will be granted.

**3. General Provisions**

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. This federal grant is also subject to the requirements of the Build America Buy America Act, as specified in Article 12.2 of Appendix D.
- B. The Contractor shall perform all tasks within the timelines specified in the approved FHWA workplan and schedule or provide explanation for delays in the required quarterly FHWA Performance Progress Reports and during biweekly meetings with DEEP.
- C. The Contractor is responsible for all subcontractors and/or vendors employed by Contractor for this Project. In accordance with Standard Term and Condition number 24, the Contractor may subcontract portions of the work on the Project (including direct labor functions) to approved sub-contractors or vendors. In the event the Contractor utilizes a subcontractor for portions of this Project, the Contractor may bill such costs in accordance with Appendix B,

- subject to compliance with applicable law and this Contract.
- D. The Contractor is responsible for developing and obtaining all applicable permits required for this Project prior to commencing any work under this Contract.
  - E. The Contractor shall work with the respective town officials and businesses to schedule access to the locations identified for installation of EVSE.
  - F. The Contractor shall ensure that all wastes, materials and/or contaminated water generated from the Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
  - G. All EVSE purchased by the Contractor using the Grant funds referenced in the Budget Section below shall be the property of the Contractor. The Contractor shall bear sole responsibility for all equipment purchased by the Contractor using the Grant funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any equipment purchased using such CFI Grant funds, or any equipment owned by the Contractor.
  - H. The Contractor shall complete all Project deliverables for Phase 1 no later than August 1, 2026, and for Phase 2 no later than September 30, 2030.
  - I. The Contractor and any third-party subcontractor it utilizes in furtherance of the Project, shall comply with any applicable requirements established by federal and state law, including the Connecticut Commission on Human Rights and Opportunities (CHRO).

#### **4. Budget**

The total Project cost is \$18,316,000.00. The Contractor shall adhere to the budget which is included in this Contract in Appendix B. The maximum allowed under this Contract for Phase 1 is \$1,465,280.00. The maximum allowed under this Contract for Phase 2 is contingent upon the continued support of the Program by FHWA, DEEP's authorization to proceed with Phase 2 of the Project Scope of Work, and the continued availability of federal funds that have been appropriated, designated, encumbered, or otherwise made available to DEEP for payments under this Contract and shall be \$13,187,520.00. The Contractor has agreed to contribute as a cost share an estimated additional \$3,363,200.00 to the above referenced Project through a combination of cash and in-kind services. Additional in-kind match funding in the form of staff time and salaries is also being provided by DEEP for this Project in the amount of up to \$300,000.00 (\$300,000.00). Eligible costs shall include all equipment, labor, and materials, permitting fees, and other technical assistance necessary to accomplish the above deliverables, provided such costs are incurred after the execution of this Contract. Funding is contingent upon the continued receipt and availability of federal funds. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State.

#### **5. Acknowledgement of Funding**

Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit as follows: "Funding provided by U.S. DOT Federal Highway Administration's Charging and Fueling Infrastructure Discretionary Grant Program, administered by the Connecticut Department of Energy and Environmental Protection."

#### **6. Publication of Materials**

The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

## **7. ADA Publication Statement**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation, contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number – 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program, or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation, contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

## **8. U.S. DOT Federal Highway Administration Charging and Fueling Infrastructure Discretionary Grant Program Conditions**

Contractor commits to comply with the conditions listed in the Grant Agreement under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure Grant Program (attached as Appendix C), in addition to the FHWA General Terms and Conditions under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program (attached as Appendix D).

## **9. Submission of Materials**

For the purposes of this Plan, all correspondence, summaries, reports, products and requests shall be submitted to:

Paul Farrell, Director  
Bureau of Air Management, Planning & Standards Division  
Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127  
E-Mail: [Paul.Farrell@CT.gov](mailto:Paul.Farrell@CT.gov)

All invoices must include the Purchase Order (PO) #, Personal Service Agreement (PSA) #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division Accounts Payable  
79 Elm Street  
Hartford, CT 06106-5127  
E-mail: [DEEP.AccountsPayable@ct.gov](mailto:DEEP.AccountsPayable@ct.gov)

## **10. Final Financial Report**

No less than thirty (30) days prior to the expiration of this Contract, the Contractor shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate all expenditures identified in the Project proposal are consistent with this Contract and the CFI Grant requirements.