



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room- 2 Main Street
MONDAY, JULY 7, 2025 3:00 PM

- 1. Call to Order**
- 2. Administration**
 - 2.1. Revision Contract

Adjournment

Next Meeting: July 14, 2025

A zoom invitation will not be available for this meeting.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Revision Contract
Meeting Date: July 7, 2025

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

The Selectmen will reaffirm the decision to award a no-bid contract to Revision, waiving the purchasing policy requiring contracts over \$25K go out to bid.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to reaffirm the board's decision to award a sole-source contract to Revision Energy Inc., for the procurement and installation of a solar array on the DPW salt shed roof, and waive the Town's purchasing policy requiring projects exceeding \$25,000 to be advertised for competitive bid. The total value of the contract is \$148,024.00.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Revision Energy - Solar Array DPW - FULLY EXECUTED contract - 2025.01.16



RENEWABLE ENERGY SYSTEM INSTALLATION CONTRACT

This Renewable Energy System Installation Contract ("**Contract**") is made this 16th day of January, 2025, ("**Effective Date**") between Contractor and Owner (Contractor and Owner are, collectively, sometimes referred to herein as the "**Parties**" and, individually, as a "**Party**"):

Contractor: ReVision Energy Inc.
758 Westbrook Street
South Portland, Maine 04106
207.221.6342

Owner: Town of Amherst
2 Main Street
Amherst, New Hampshire 03031

Project Site: Amherst DPW Salt Shed
22 Dodge Road
Amherst, New Hampshire 03031

In consideration of the mutual covenants and promises made herein and for other good and valuable consideration, Owner and Contractor agree as follows:

1. The Scope of Work.

- 1.1. Contractor shall provide all design, engineering, and project development services (the "**Development Work**"), and all labor, materials, and equipment (the "**Construction Work**"), as detailed in Schedule A, to install, in a workmanlike manner, a photovoltaic solar system (the "**System**"), as detailed in Schedule A, at the Project Site (the Development Work and the Construction Work are, collectively referred to herein as the "**Work**").

2. Consideration; Payment.

- 2.1. For Contractor's performance of the Work, the Owner shall pay Contractor the fixed price specified in Schedule A Section 1 (the "**Contract Sum**") in accordance with this Section and subject to additions and deductions made by Change Order. The Contract Sum is inclusive of sales tax, if



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applicable. Owner shall be solely responsible for paying all expenses/work excluded from the Work pursuant to Schedule A. Owner shall reimburse Contractor if Contractor pays any such Excluded Costs.

- 2.2. The Contract Sum shall become due and payable to Contractor according to the following schedule: one-third of the Contract Sum upon execution of this Contract (the "**System Deposit**"), one-third of the Contract Sum upon delivery of major equipment to the site, and the balance of the Contract Sum upon Mechanical Completion of the Work. Title to the Work shall transfer to Owner upon receipt of payment for the Work or upon the local electric utility granting permission to operate, whichever is earlier.
- 2.3. Owner shall make payment to Contractor of the earned and undisputed amounts as set forth in an invoice from Contractor within thirty (30) days of Owner's receipt of such invoice. Owner shall pay a late fee service charge of 1% on all late payments, plus interest at a rate of 1½% per month on all outstanding amounts until paid.
- 2.4. Electronic Payments. Invoices will be sent electronically to Owner's email address with an option to pay electronically. Payments can be made via ACH or credit card through Contractor's invoicing system.
- 2.5. Contractor shall assist Owner in applying for and obtaining a solar energy rebate through the New Hampshire Public Utilities Commission Commercial and Industrial Solar Incentive Program. Per New Hampshire Public Utilities Commission Commercial & Industrial Incentive terms and conditions, Contractor will issue a refund of Contract Sum amounts paid (or credit unpaid Contract Sum amounts) to the Owner in the amount of the approved NH PUC C&I Commercial Solar rebate, if the rebate is not paid because of non-compliance with program terms and conditions.
- 2.6. Sales and Use Tax. If the materials and equipment for the System are exempt from tax on the sale or use of tangible personal property where the System will be installed, Owner shall be responsible for providing Contractor with either a copy of Owner's exemption certificate or other documentation demonstrating that the materials and equipment of the System are exempt from tax on the sale or use of tangible personal property within five (5) days of the Effective Date, such other documentation to be accepted by Contractor in its sole discretion, which shall not be unreasonably withheld. Should Owner fail to document the exempt status of the materials and



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equipment in accordance with this Section, or in the event a governmental authority determines such materials and equipment are not tax-exempt, Contractor shall charge and collect tax on the materials and equipment for the System from Owner in accordance with the applicable sales and use tax law.

3. Contract Time & Milestones.

- 3.1. The Development Work shall commence on the Effective Date or the date on which Owner has delivered to Contractor the System Deposit, whichever is later. The Construction Work will commence no later than sixty (60) days following receipt of all required permits and approvals for the System ("**Notice to Proceed**"). Subject to extensions under the terms of this Contract, Contractor shall achieve Mechanical Completion (defined below) within 6 months of Notice to Proceed (the "**Contract Time**").
- 3.2. Contractor achieves "**Mechanical Completion**" when the Work is sufficiently completed such that the System is mechanically and electrically complete so that the Owner can utilize the System in the manner for which it is intended, subject only to receipt of necessary approvals following any required inspection(s) by any authorities having jurisdiction. Owner shall not utilize any portion of the Work until Mechanical Completion has been achieved and Contractor has received Final Payment, except with written permission of Contractor.
- 3.3. If the Work is delayed by causes beyond Contractor's reasonable control, then the Contract Time will be extended for such equal number of days as occasioned by the delay. Causes beyond Contractor's reasonable control include, but are not limited to: abnormal weather, acts of war or terrorism, material shortages, delays in the delivery of materials, Change Orders, inspection/permitting delays, compliance with any order of a governmental authority, labor disputes, design changes, hazardous site conditions, design flaws or impairments of the Project Site, or Owner's directives or delays.

4. Owner's Obligations.

- 4.1. Owner Information. Owner shall furnish any relevant information that is in the Owner's possession or control that is reasonably requested by Contractor for the execution of the Work. Additionally, within ten (10) business days of execution of the Contract, Owner shall provide Contractor



with all information and supporting documentation necessary for Contractor to complete and submit the application for rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner's behalf.

- 4.2. Site Access. Owner shall provide Contractor with timely access to the Project Site sufficient to allow the Contractor to perform the Work in accordance with the Contract Documents.
- 4.3. Owner's Supplemental Inspections. Any test(s) and/or inspection(s) of the Work required or requested by Owner shall be conducted within seven (7) days of receipt of Contractor's confirmation that it has achieved Mechanical Completion of the Work. Any such tests and/or inspections shall be arranged by the Owner and conducted at Owner's expense. Owner shall provide Contractor with reasonable notice of the date and time of any such tests and/or inspections and will permit Contractor to attend and observe any such testing and/or inspections.
- 4.4. Owner agrees to notify Contractor in advance of the presence of any known hazardous materials in or around the Project Site. Regardless of whether Owner has so informed Contractor, Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of hazardous materials, including asbestos. Owner agrees that if it is determined at any time that the Project Site contains any hazardous materials, Owner will bear the sole risk thereof and all related costs. Owner agrees to release, indemnify, defend and hold harmless Contractor, and its officers, agents, employees, and subcontractors, of and from all costs, claims, damages, and liability arising out of or relating to hazardous materials, acts or omissions of the Owner, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages or liability that are solely the result of any Contractor gross negligence.
- 4.5. Owner agrees not to interfere with the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons or property, the Work and all property adjacent thereto. If Owner enters the jobsite where the Work is being performed, the Owner agrees that it is entering at its own risk.



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5. Warranties and Remedies.

5.1. Contractor shall transfer all applicable manufacturers' warranties to Owner.

5.2. Contractor warrants that:

5.2.1. The materials and equipment furnished in the performance of the Work will be new and of good quality unless otherwise required or permitted by this Contract;

5.2.2. The Work will be free from defects not inherent in the quality required or permitted;

5.2.3. For a period of five (5) years following Mechanical Completion, Contractor will provide the labor, at no cost to Owner, to repair or replace equipment sold to Owner by Contractor that is covered by a manufacturer's warranty claim. Repairs shall be made in accordance with the terms of the equipment manufacturer's warranty, if applicable, and Owner shall use commercially reasonable efforts to assist and support Contractor in making any warranty claims necessary.

5.2.4. For a period of five (5) years following Mechanical Completion, Contractor warrants its workmanship in connection with the Work performed by Contractor (or subcontractors or agents thereof), and Contractor shall make any required repairs arising from or in connection with the Work (excluding repairs arising as a result of faulty or defective equipment purchased by Owner from a supplier other than Contractor) at no cost to Owner.

5.2.5. Any damages to existing construction caused by the Work, including but not limited to damage to the existing electrical system, roof or building components, shall be completely remedied and restored to prior condition by Contractor.

5.3. Contractor's warranty excludes remedy for damage or defect caused by abuse, work or modifications not executed by Contractor, animals, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage, in each case not in accordance with the terms of any product manuals. Contractor makes no warranty, explicit or implicit, as to the adequacy, accuracy, or quality of any designs or drawings provided by



any other party, including but not limited to, an architect, engineer, or other designer.

- 5.4. **THE WARRANTIES SET FORTH IN THIS ARTICLE 5 AND IN THE SCOPE OF WORK IN SCHEDULE A ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN.**
- 5.5. All warranty claims under or related to the Work shall be made in writing (a) within ten (10) days after discovery of any breach or defect, and, in any event, (b) within five (5) years and ten (10) days after the last date of Work that is the subject of the claim or Mechanical Completion. Any product or Work that is the subject of a warranty claim must be held for Contractor's inspection.
 - 5.5.1. Upon submission of a claim by Owner or a third party, as set forth in this Section 5.5, and reasonable substantiation of the claim by Contractor, Contractor shall at its option either (i) repair or re-perform the warranted Work or (ii) refund an equitable portion of the amount paid by Owner for the Work subject to the claim. **In no event shall Contractor be liable to Owner for more than the Contract Sum.**
6. **LIMIT OF LIABILITY. THE PARTIES WAIVE CLAIMS AGAINST EACH OTHER, THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, RENTAL EXPENSES, DATA, REPUTATION, PRODUCTIVITY, EXPECTED COST SAVINGS, DESIRED TAX TREATMENTS OR TAX BENEFITS OR ANY OTHER BENEFIT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ANY LEGAL OR EQUITABLE ACTION. IN NO EVENT**



WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK EXCEED THE CONTRACT SUM.

7. Insurance.

7.1. Contractor shall maintain the following insurance coverage:

- i. Worker's Compensation Insurance, with statutory limits; and
- ii. A Commercial General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate.

7.2. Owner shall maintain adequate property insurance to protect the Work at its own expense for the duration of the performance of the Work. Risk of loss to the Work shall pass to Owner upon Mechanical Completion of the Work.

8. Changes to the Work and Change Orders.

8.1. Any changes to the Work, the Contract Sum, or the Contract Time will be accomplished only upon the Parties entering into a written "**Change Order**" signed by both the Contractor and the Owner. If the Change Order modifies the cost or time to complete the Work, the Change Order shall detail the cost of the Change Order work, the updated Contract Sum, and/or the updated Contract Time.

8.2. If there is an instruction of Owner, discovery of unforeseen subsurface or concealed physical condition on the Project Site, or any unforeseen circumstances beyond Contractor's control that will result in a change in the Scope of Work, cause an increase in Contractor's cost of performing the Work, or change the time required to complete the Work, then Contractor shall submit to Owner a proposal for a Change Order to accommodate the change.

8.3. To the extent that requirements to qualify for tax credits, rebates, or incentives which are not known on the Effective Date increase Contractor's costs to complete the Work Contractor shall be entitled to an equitable adjustment to the Contract Sum to recover such documented additional costs.



Contractor shall not perform any Change Order work without a properly executed Change Order.

9. Termination and Damages.

9.1. Termination by the Contractor. If Owner fails to pay Contractor in accordance with the provisions of Section 2 above or is otherwise in material breach of the provisions of this Contract, Contractor shall give Owner written notice that Owner is in default. If Owner fails to cure its default within five (5) business days, Contractor may, in addition to any other legal and equitable remedies it may have, immediately terminate this Contract. In that event, Owner shall be liable to Contractor for Contractor's damages including unreimbursed costs related to the Project, overhead expenses, profits on this Project, and reasonable attorneys' fees and collection costs incurred as a result of Owner's default.

9.2. Termination by the Owner. If Contractor is in material breach of the provisions of this Contract, Owner shall give Contractor written notice that Contractor is in default. If Contractor fails to cure its default within five (5) business days, or within such reasonable time as may be necessary to allow the Contractor an opportunity to cure its default, Owner may, in addition to any other legal and equitable remedies it may have, immediately terminate this Contract. In the event of termination under this paragraph, Contractor shall be responsible for Owner's reasonable attorneys' fees and collection costs.

10. Dispute Resolution.

10.1. If the Parties become involved in a dispute related to the Work, Change Orders, or this Contract, they shall first attempt in good faith to resolve the dispute by negotiation and consultation between executives of each Party.

10.2. If the Parties are unable to resolve the dispute in accordance with Section 10.1 within 45 days after a Party requests such negotiation and consultation, then either Party may make a demand for arbitration in accordance with the American Arbitration Association's Construction Industry Arbitration Rules and Procedures and the dispute will be resolved by binding arbitration between and jointly paid for by the Parties as regulated by the applicable arbitration statute of the state of the Project Site. The location of any such arbitration shall be mutually agreed to by the Parties.



11. Indemnity.

- 11.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its agents and employees from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
- 11.2. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor and its agents and employees from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees, arising out of the negligent acts or omissions of Owner, or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).

12. Miscellaneous.

- 12.1. The Contract Documents represent the entire integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations or agreements, whether oral or written. This Contract may be amended only by written instrument signed by both Contractor and Owner.
- 12.2. This Contract shall be construed in accordance with and governed by the laws of the state where the Project Site is located, without regard to choice of law rules.
- 12.3. Neither Party may assign the Contract without the written consent of the other Party, which shall not be unreasonably withheld.



- 12.4. This Contract may be executed electronically and in counterparts, in which case the signed counterparts together will constitute a single executed contract.
- 12.5. Notices. Any notice of default, breach or legal demand provided for herein or given hereunder to a Party hereto shall be in writing and shall be given by email (with confirmation of transmission), in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) at the respective Party's address set forth on Page 1 of this Contract.



This Contract is entered into as of the Effective Date.

Owner
TOWN OF AMHERST,
a New Hampshire Municipality

Contractor
REVISION ENERGY INC.,
a Maine corporation

DocuSigned by:

C6BC24279B3B4B2...
Signature

Eric Slosek DPW Director

Printed Name and Title

1/16/2025
Date

Signed by:

C58184F2828841E...
Signature

Heather Deese Director of Commercial Sales

Printed Name and Title

1/17/2025
Date
(rev. 2024.12.05)



Schedule A: Scope of Work

1. System Details.

Project Site	22 Dodge Road, Amherst, New Hampshire 03031
Array Size (1000 kW = 1 MW)	52.89 (kW DC) / 34.20 (kW AC)
Contract Sum	\$148,024.00

2. System Equipment. The above-described System shall include the following equipment:

Photovoltaic Modules	123 Q CELLS Q.TRON BLK M-G2+ 430W, or equivalent;
Inverters	3 SOLAREGE SE11400H-US (240V), or equivalent;
Racking System	Iron Ridge XR 100, or equivalent; and
Online Monitoring & Metering	SolarEdge, or equivalent.

3. The Work. The Work shall consist of the following for the development and construction of the above-described System:

Development Work:

- Produce engineering documents including final System design;
- Obtain utility interconnection agreement and required approvals from state and local authorities having jurisdiction; and
- Obtain PE Stamp for structural engineering review as required by local or state officials.

Construction Work:

- Perform any site work necessary for the construction of the System;
- Install Racking System, Photovoltaic Modules, and Inverters based on racking manufacturers' specifications;
- Install all other required materials and perform electrical work necessary to mount and wire the System, including all disconnects, fusing, and metering;
- Complete Contractor's Solar PV System Commissioning Report;



- Provide Owner with copies of all applicable manufacturers' warranties and product manuals;
- Provide training to enable Owner to operate and monitor the System, and to review the measurement and allocation of energy credits by the local utility; and
- Provide assistance with linking online monitoring system to Owner's website for production review and marketing purposes.

3.1. Exclusions from Work. The following tasks and any costs associated with such tasks, where applicable, shall be performed by others and are expressly excluded from the scope of Work for this Contract:

- Roof manufacturer warranty inspection fees, if any;
- Repair or replacement of existing site conditions, if any, including but not limited to (i) framing, supporting, or any other structural upgrades to roof or building; (ii) repair of existing roofing;
- PE stamped site plans and/or boundary survey, if required by planning board or other entity;
- Utility system upgrades, if required by utility for interconnection; and
- Performance and/or Payment Bonding, if any.

3.2. Compliance. The Work shall comply, where applicable, with the following Codes and Standards:

- Davis Bacon Wage Requirements and associated documentation;
- Contractor will maintain an active UEI number for the duration of this contract;
- Applicable edition of NFPA 70, National Electric Code;
- Applicable Underwriters Laboratories (UL) equipment standards (UL 1703 (PV Modules) & UL 1741 (Inverters));
- All electric equipment and materials shall be listed by a Nationally Recognized Testing Laboratory;
- All electrical equipment shall be installed per the manufacturer's installation instructions and applicable plan-sets;
- All major PV electric components shall be Clean Energy Council (CEC)-approved;
- Institute of Electrical and Electronics Engineers (IEEE) Standard 929-2000 (Utility Interconnection);
- Applicable utility connection standards and procedures as outlined in the Interconnection Agreement; and
- Applicable local building codes and standards.