



# TOWN OF EXETER, NEW HAMPSHIRE

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

[www.exeternh.gov](http://www.exeternh.gov)

## Memo

To: Melissa Roy

From: Stephen Dalton

CC: Stephen Cronin, Pam McElroy

Date: September 12, 2025

Re: Wastewater Treatment Facility Effluent Flume Repair

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In March 2025, the town voted to approve Warrant Article 10 – Use of Excess Bond Proceeds- Wastewater Treatment Facility Effluent Flume Repair for the amount of \$245,000.

Wright Pierce has been selected for this project based on their qualifications, existing knowledge of the Town's Wastewater Treatment Facility, and their previous assistance in which they provided a memo dated 5/17/2021 that addressed the necessary repairs needed after a coatings project had been attempted and failed.

Because of their previous knowledge, Wright Pierce was able to obtain a quote from Precision Trenchless LLC to make all the necessary repairs and apply their OBIC lining system to both the Parshall effluent flume and plant water wet well. The lining that this company will provide is proprietary, has a 10-year warranty, and is the only product that we are aware of where the tanks and effluent flume can be put back in service immediately after application. This is imperative due to limited storage capacity of the wastewater lagoons. The treated wastewater from the plant will have to be bypassed to the wastewater lagoons for storage while this project is underway.

The Department recommends approving the Agreement Between Town of Exeter, NH and Wright-Pierce for WWTF Concrete Coatings for the amount of \$44,600.00.

The Department also recommends approving the proposal from Precision Trenchless LLC to apply the OBIC Lining System to the Parshall Effluent Flume and Plant Water Wet Well for the amount of \$106,438.

The total cost for this project is \$151,038.

**AGREEMENT BETWEEN**  
**TOWN OF EXETER, NH**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**WWTF CONCRETE COATINGS**

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|-----------------|-------|-------|-------|
| Amendment No. 1 | _____ | dated | _____ |
| Amendment No. 2 | _____ | dated | _____ |
| Amendment No. 3 | _____ | dated | _____ |

**AGREEMENT BETWEEN**

**TOWN OF EXETER, NH**

**AND**

**WRIGHT-PIERCE**

**FOR**

**WWTF CONCRETE COATINGS**

This is an agreement made as of \_\_\_\_\_, 2025 between TOWN OF EXETER, NH ("Client") and Wright-Pierce ("Engineer"). Client to contract with a subcontractor separately to install WWTF Concrete Coatings (the "Project").

Client and Engineer in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional Engineering services by Engineer with respect to the Project and the payment for those services by Client as set forth in Section 2 below. Execution of this Agreement by Engineer and Client constitutes Client's written authorization to Engineer to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

**SECTION 1 - SCOPE OF SERVICES/SCHEDULE**

The Town of Exeter owns and operates the Exeter Wastewater Treatment Facility (WWTF). The construction of the Exeter WWTF Upgrade project was deemed substantially complete on December 31, 2019, and received final completion on December 31, 2020. As part of the WWTF Upgrade, the existing Chlorine Contact Tank (CCT) was converted to UV Disinfection and Plant Water Wet Well, now known as the Disinfection Structure. No significant rehabilitation of the existing concrete structure was completed as a part of the conversion. Due to the age and condition of the Disinfection Structure and Effluent Influent Box, the Town desires to have concrete coatings applied to the tanks interior. The Town has selected Precision Trenchless to install the OBIC 1000 Polyurea concrete coating system to minimize algae growth and the associated maintenance to remove it as well as prolong the overall life of the tank. The Town has requested Wright-Pierce's assistance with the following items:

1. Provide a concrete coatings application package for Precision Trenchless to include the appropriate drawings and specifications including section 03930 Concrete Coatings, stating the required surface preparation, application, protection, cleaning, and final coatings inspections.
2. Assist the Town with executing the Subconsultant-Agreement between the Town and Precision Trenchless, ensuring that all desired tank areas and specified concrete coating requirements are appropriately covered in said agreement.

3. Provide a Concrete Coatings Pre-Installation Meeting and part-time onsite inspection during the concrete coatings application for a total of 32 hours combined between the Wright-Pierce Project Manager, Project Engineer, and Senior Structural Engineer as needed.
4. Provide third-party part-time inspection and final coatings inspection. Wright-Pierce will subcontract with a third-party testing agency specializing in the application and inspection of concrete coatings systems. An allowance of \$6,900.00 has been included in the engineer's fee.
5. Provide a Final Inspection Report, with the results of the final coatings inspection by the third-party inspection services and description of any remedial measures required as a result of the final coatings inspection.

## SECTION 2 - COMPENSATION

### **I. Payments to Engineer**

Engineer's fee for the services outlined in the **Scope of Services** section of this Agreement is as follows:

For Scope Items one through five, a fee based on Engineer's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.05 and charges for Consultants' services times a factor of 1.15. Total estimated compensation for these Scope Items is \$44,600.00.

For authorized Additional Services, Engineer will bill Client a fee based on Engineer's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.05 and charges for Consultants' services times a factor of 1.15.

## SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES

Client shall designate a specific individual to fulfill its responsibilities under Section 2.1 of Exhibit A - Schedule of Terms and Conditions. Engineer has designated its authorized project representative below.

Engineer Representative (name, title):

Client Representative (name, title):


Andy Morrill, PE: Project Manager

Steve Dalton: Water & Sewer Superintendent

This Agreement (consisting of pages 1 to 4 plus Exhibits A, B, C & D) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:

  
By: Michael A. Curry, PE  
Title: NH State Group Leader  
Date: 8/25/2025

CLIENT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address for giving notices:

WRIGHT-PIERCE  
230 Commerce Way, Suite 302  
Portsmouth, NH 03801

Address for giving notices:

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

## EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

### 1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

### 3.0 Reuse of Documents, Records

#### 3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or

owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

#### 3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

#### 3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

## **5.0 Estimates of Cost**

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

### **6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence**

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

### **6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence**

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

### **6.3. Environmental Indemnification**

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site,

unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

### **6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

### **6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

### **6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis**

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

#### 6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

### 7.0 Insurance

#### 7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1. Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2. Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT,



suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### **10.5. Professional Services Taxes**

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

#### **11.0 Controlling Law**

This Agreement is to be governed by the laws of the State of New Hampshire. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

#### **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

#### **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

#### **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed

stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

#### **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

#### **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

##### **19.1. For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

##### **19.2. By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

##### **19.3. For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

**19.4. ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

**20.0 Force Majeure**

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

**21.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.



## D. Andrew Morrill, PE

### PROJECT MANAGER

Project Assignment: Project Manager

#### Education

B.S., Civil Engineering  
University of New Hampshire

#### Military Experience

US Navy 1992 - 1998  
MM2 (SS) (Nuclear)

#### Professional Registration

Maine  
New Hampshire

#### Experience

20 Years

#### Joined Firm

2009

#### Professional Affiliations

New England Water  
Environment Association

Water Environment  
Federation

New Hampshire Water  
Pollution Control Association

#### Presentations

Morrill, D.A., "Nashua WWTF  
Dewatering and Grit Systems  
Upgrades", NEWEA  
Conference January 2015  
Morrill, D.A. "Nashua WWTF  
Headworks Upgrade"  
NEWEA Conference  
January 2017

Morrill, D. A. "NHDES Sludge  
Dewatering Training", NHDES  
Operator Training, Franklin  
Training Center. April 2016

Morrill, D.A., Wingard, R.T.,  
"Jady Hill Private I's –  
Removing Private I/I in  
Exeter, NH", NEWEA

### Experience Summary

Andy is a seasoned engineer with a strong background in wastewater treatment, pumping and collection systems, stormwater management, water and sewer utility design, site development, and wetland and state permitting. His experience includes evaluation of design alternatives; analysis and design of wastewater collection and treatment facilities; preparation of reports, design plans and specifications; coordination with regulatory and funding agencies; and construction administration.

### Relevant Project Experience

#### Wastewater Treatment

##### Wastewater Treatment Facility Upgrade, Exeter, NH

Lead project engineer for the design and construction of a comprehensive upgrade to the existing 3.0-MGD WWTF. The project included new headworks, 4-stage Bardenpho biological nitrogen removal activated sludge system, UV disinfection, biosolids storage, and dewatering as well as associated electrical and SCADA upgrades. Included the closure of the sludge storage lagoon and use of existing aerated lagoons for influent equalization and peak shaving for CSO reduction.

##### Wastewater Treatment Facility Improvements, Plymouth Village Water and Sewer District, Plymouth, NH

Performed construction administration services which included review of new equipment submittals and on-site startup engineering duties as well as serving as part-time resident inspector for the wastewater treatment facility.

##### Headworks Screening Upgrade, Nashua, NH

Design and construction oversight of new influent screens for the main secondary WWTF including new automation for the raw influent pump station and wet weather treatment facility to minimize the potential for flooding of the lower screening area/pump station wetwell.

##### Update of Standard Operating Procedures at Nashua WWTF, Nashua, NH

Assisting Nashua WWTF staff in updating existing SOPs and generating new SOPs for main secondary treatment facility, wet weather treatment facility, and anaerobic digestion and solid handling facilities.

##### Wastewater Equipment Replacement Fund Update, Nashua, NH

Assisting Nashua WWTF staff in updating the existing asset management equipment list at the Nashua WWTF, assessing remaining life and criticality, and determining budgetary replacement costs.

##### Wastewater Treatment and Nutrient Management Planning, Exeter, NH

Lead project engineer for wastewater facilities planning for a 3.0-MGD WWTF. The

Conference January 2013

project included evaluating current and projected influent flows and loads; methods to achieve current and projected future nitrogen limits; and facility energy efficiency measures. Included evaluation of non-traditional and non-point source nitrogen management methods. Included evaluation of existing facilities and recommended improvements, life-cycle cost analysis, and development of a local financing plan.

**Nitrogen Tracking and Accounting System, Exeter, NH**

Lead project engineer for development of a point source and non-point source nitrogen tracking and accounting system. The system is part of the Town's compliance strategy with EPA and is intended to address factors like stormwater BMP installation/maintenance, atmospheric deposition, fertilizer use, septic system installations, decentralized WWTFs, and connections to the centralized WWTF.

**Anaerobic Digester Mixer Replacement, Nashua, NH**

Assisted with emergency replacement of main draft tube mixer for the primary egg-shaped digester.

**WWTF Dewatering and Grit Systems Upgrades, Nashua, NH**

Provided project engineer duties for the project, which included aiding with the evaluation and design of the grit system. Performed construction administration services including the review of new equipment submittals as well as serving as full time on-site resident inspector.

**WWTF Improvements, Plymouth, NH**

Oversaw construction of improvements for the 0.75-MGD WWTF based on the recently completed facility plan. Improvements include hydraulic improvements to increase the peak flow capacity, and new sludge thickening, dewatering, and stabilization facilities.

**Wastewater Treatment Facility Upgrade, Lincoln Sanitary District, Lincoln, ME**

Designed the plant water system for the Lincoln Wastewater Treatment Facility.

**Regional WWTF Evaluation, Searsport and Stockton Springs, ME**

Participated in the evaluation and feasibility of a regional wastewater treatment facility for the communities.

**Secondary Clarifier and Scum Well Evaluation and Design, Waterbury Pollution Control Facility, Waterbury, CT**

Aided in the evaluation and design of the lower secondary clarifier launders and scum well.

**Wastewater Pump Stations**

**Main Pump Station Upgrade, Exeter, NH**

Assisted with evaluation, design engineering, and construction management for an upgrade from a 7-MGD pump station to a 10-MGD pump station to reduce CSOs in the collection system. Includes new pumps, influent channel grinder and odor control as well as comprehensive architectural, electrical, mechanical and SCADA upgrades.

**Pump Stations Replacement and SCADA/Telemetry Upgrade, Manchester, NH**

Overseeing construction of replacement pump stations for the Juniper and Trolley Crossing service areas. Project includes a new pump station SCADA and telemetry for all of the City's wastewater pump stations. Includes an upgrade of the screening and control systems at the 26-MGD West Side Pump Station.

**Chapman Street Pump Station Upgrade, Presque Isle, ME**

Performed project engineer duties including construction administration services and on-site startups for the upgrade of the Chapman Street Pump Station for the Presque Isle Sewer District.

**Wastewater and Water Infrastructure Improvements, Contract No. 1, Fort Kent, ME**

Overseeing construction of the Village Road Pump Station/Water Booster Station, upgrade of the Main Pump Station, upgrade of Well House No. 1, construction of a new maintenance garage, and demolition of the former WWTF.

**Pump Station Upgrades, Lincoln Sanitary District, Lincoln, ME**

Prepared preliminary engineering and environmental reports for the potential upgrade of three existing pump station which were utilized for USDA-RD funding purposes.

**Rocky Hill WPCF Master Plan, The Metropolitan District, Hartford, CT**

Assisted with the analysis with regard to the abandonment and replacement of the Rocky Hill Water Pollution Control Facility with a new pump station and force main at the Hartford Water Pollution Control Facility.

**Wastewater Collection**

**Main Pump Station Force Main Upgrade, Exeter, NH**

Installation of dual 16-inch diameter HDPE force mains, which replaced 50-year-old, 16-inch diameter cast iron force main. The dual force mains increased the Main Pump Station capacity to 10 MGD and was routed through Swasey Parkway and NH Route 85.

**Maiden Lady Cove Pump Station Force Main Evaluation, Winnepesaukee River Basin Program, Franklin, NH**

Assisted with the remediation of a section of force main that had been undermined due to soil loss in the bedding.

**Londonderry Sanitary Sewer Evaluation Study, Londonderry, NH**

Assisted the Londonderry environmental engineer with an evaluation of the town's sanitary system.

**Jady Hill Area Utility Replacement Project (Phase I & Phase II), Exeter Public Works Department, Exeter, NH**

Designed and permitted replacement sewer mains, sewer services, water mains, water services, and drainage system for the Jady Hill area neighborhood to help remove I/I from the sewer system. Included construction administration services.

### **East Milan Road Gravity Collection System, Pumping Facilities and Force Main, Berlin, NH**

Assisted with the design and permitting for the gravity sewer main from the Federal Bureau of Prisons' property along East Milan Road, under Horne Brook to a new pump station into a new force main, which travels along East Milan Road to Hutchins Street and crosses the Androscoggin River via the Twelfth Street Bridge into the existing collection system for the City's wastewater treatment department.

### **Phase III Replacement Sewer and Separation, Loring Development Authority, Limestone, ME**

Designed and permitted replacement PVC gravity sewer main, sewer manholes and related work along the Greenlaw Brook; including six sewer and storm drain separation improvements located on the Loring Commerce Center.

### **Phase III Replacement Sewers & Services, Limestone Water and Sewer District, Limestone, ME**

Designed and permitted replacement sewer mains and services, sewer manholes and related work along eleven streets.

### **Medford Sanitary Sewer Evaluation Study, Medford, MA**

Implemented the field work for the study which included installing and maintaining flow monitors throughout the system, performing smoke and dye testing, and overseeing the videoing of sewer mains. Analyzed the data collected, which was presented in a sanitary sewer evaluation study report presented to the city's engineering department.

### **Solid Waste**

#### **NPDES Permit, Exeter, NH**

Provided assistance through the NPDES permit process for the Exeter Wastewater Treatment Facility.

#### **NPDES Permit, Newington, NH**

Provided assistance through the NPDES permit process for the Newington Wastewater Treatment Facility.

### **Sludge Drying Bed Evaluation, Baileyville, ME**

Evaluated the sludge dewatering process and subsequently made recommendations for the improved operation of the sludge drying beds for the Baileyville Wastewater Treatment Facility.

### **General Building**

#### **WWTF HVAC Upgrade, Nashua, NH**

Project management of the design and construction of the HVAC system upgrades for the grit, control, and dewatering buildings at the 12.5-MGD wastewater treatment facility. Includes minor architectural and electrical modifications.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Ames & Gough  
859 Willard Street  
Suite 320  
Quincy, MA 02169

**CONTACT NAME:**  
**PHONE**  
(A/C, No, Ext): (617) 328-6555 **FAX**  
(A/C, No): (617) 328-6888  
**E-MAIL ADDRESS:** boston@amesgough.com

| INSURER(S) AFFORDING COVERAGE  | NAIC #       |
|--|--------------|
| <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company (A++XV) | <b>22276</b> |
| <b>INSURER B:</b>  |              |
| <b>INSURER C:</b>  |              |
| <b>INSURER D:</b>  |              |
| <b>INSURER E:</b>  |              |
| <b>INSURER F:</b>  |              |

**INSURED**  
Wright-Pierce  
11 Bowdoin Mill Island  
Suite 140  
Topsham, ME 04086

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b>  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$<br>COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$ |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         |   |
|          | <b>AUTOMOBILE LIABILITY</b>  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                               |           |          |               |                         |                         |   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  |           |          |               |                         |                         |   |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         |   |
|          | DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         |   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |          |               |                         |                         |   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         |   |
| <b>A</b> | <b>Professional Liab.</b>  |           |          | 47EPP31360305 | 1/1/2025                | 1/1/2026                | <b>Per Claim Limit</b> 5,000,000  |
| <b>A</b> |  |           |          | 47EPP31360305 | 1/1/2025                | 1/1/2026                | <b>Aggregate Limit</b> 5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

**Evidence of Insurance****CERTIFICATE HOLDER**

Town of Exeter  
13 Newfields Road  
Exeter, NH 03833

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gared maxwell*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Edgewood Partners Insurance Agency  
3780 Mansell Rd. Suite 370  
Alpharetta GA 30022

CONTACT NAME: Mitchell Walck

PHONE (A/C, No, Ext): 470.582.9324

FAX (A/C, No): 470.582.9324

E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Underwriters Insurance Company

30104

INSURER B: Nutmeg Insurance Company

39608

INSURER C: Hartford Fire Insurance Company

19682

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
Wright-Pierce  
78 Blanchard Rd, Suite 404  
Burlington MA 01803

WRIGHTP

**COVERAGES**

CERTIFICATE NUMBER: 988070082

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 20SBWAP6AAL   | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 20UEGEI3499   | 1/1/2025                | 1/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 20SBWAP6AAL   | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 20WEGAP5YF8   | 1/1/2025                | 1/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Webster Avenue Pump Station and Forcemain Upgrades and Squamscott Sewer Siphon Upgrades. The Town of Exeter, NH its officials, agents, employees and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation are primary & non-contributory where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Exeter  
13 Newfields Road  
Exeter NH 03833-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### Wright-Pierce Certificate of Vote

I, Ryan T. Wingard, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 10, 2025, at which a quorum of the board was present and voting.

VOTED:

That any one or all of the following Wright-Pierce employees, on behalf of the corporation, are authorized to execute Wright-Pierce contracts, both service agreements and general contractual obligations:

Paul F. Birkel, President & CEO  
John W. Braccio, Chairman Emeritus  
Michael A. Curry, Senior Associate\*  
Christopher A. Dwinal, Associate Vice President\*  
Daniel J. Flaig, Associate Vice President  
Jason L. Gallant, Senior Associate\*  
Thomas J. Hogan, Senior Associate  
Steven C. Hallowell, Senior Vice President  
Mariusz D. Jedrychowski, Associate Vice President  
Edward J. Leonard, Senior Vice President  
Christopher N. Pierce, Senior Vice President  
Laura J. Riley, Vice President/Treasurer/CFO  
Gregory D. Taylor, Senior Associate\*  
Timothy R. Vadney, Senior Vice President  
Robert J. Williamson, Associate Vice President  
Ryan T. Wingard, Senior Vice President/Clerk

*\* Limited to Wright-Pierce standard agreements with Wright-Pierce standard terms and conditions agreements with value up to \$50,000.*

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:



Ryan T. Wingard, Clerk

**April 10, 2025**



THE  
**P R E C I S I O N**  
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.  
Precision Trenchless, LLC  
**G R O U P**

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Lining of the of Tanks on the Exeter Plant water wet well and Parshall Flume influent box project The lining would be done using the OBIC lining system.

**Work scope included in pricing**

- Power washing to remove loose aggregate and to prepare the substratum for the OBIC Lining Material
- Application of the 3-layer OBIC system on walls, ceiling
- 10-year warranty
- Mobilization
- CSE work
- Grouting of active infiltration
- PW wage rates if applicable

**Exclusions**

- Water source to be provided if needed by others
- Traffic beyond standard cones and signs
- Testing
- Permits
- Inverts
- Disposal of spoils/debris
- Bypass requirements greater than a 3 inch pump
- Concrete and substratum repairs
- Additional insurance beyond current coverage
- Anything not specifically mentioned in this proposal.

Pricing good for 30 days from 6/30/2025

**OBIC rehab of the Plant Water Wet Well Approximately 2,632sqft      \$ 81,059.00**

**OBIC rehab of the Parshall Flume influent Box Approximately 824sqft   \$25,379.00**

**Please sign/date and send back if approved to begin work**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Please contact me with any questions

Sincerely,

Lawrence Curtis

Precision Trenchless LLC

518 225 7129

[Lcurtis@pim-inc.com](mailto:Lcurtis@pim-inc.com)

Date: **8/25/2025**

Project No.: **T18149**

To: **Steve Cronin – Exeter Public Works Director**

From: **Andy Morrill, PE – Wright-Pierce**

Subject: **Exeter WWTF Concrete Coatings – Sole Source Memo**

---

## Background

The Town of Exeter owns and operates the Exeter Wastewater Treatment Facility (WWTF). The construction of the Exeter WWTF Upgrade project was deemed substantially complete on December 31, 2019, and received final completion on December 31, 2020. As part of the WWTF Upgrade, the existing Chlorine Contact Tank (CCT) was converted to UV Disinfection and Plant Water Wet Well, now known as the Disinfection Structure. No significant rehabilitation of the existing concrete structure was completed as a part of the conversion. Due to the age and condition of the Plant Water Wet Well and Effluent Distribution Box in the Disinfection Structure as well as the Parshall Flume Influent Box, the Town decided to have concrete coatings applied to the interior of the tanks.

In November 2021, the Town contracted with Williamson Pump (WECO) and Motor to apply the Sprayroq Spraywall polyurethane-based coating system to the Plant Water Wet Well, Effluent Distribution Box, and Parshall Flume Influent Box. Unfortunately, the Sprayroq polyurethane coating system failed to adhere to the tank walls, requiring removal of most of the coating from approximately 90% of the applied areas.

Engineering judgment determined that the probable cause of failure was improper bonding to the underlying concrete surface. Bond failures in polyurethane systems are often related to the inability to maintain required conditions throughout the curing process, which may take several days. The extended curing time likely contributed to the sudden coating failure.

## Purpose

The Town desires to have concrete coating system applied to the Plant Water Wet Well and Effluent Distribution Box in the Disinfection Structure as well as the Parshall Flume Influent Box to minimize algae growth and the associated maintenance to remove it as well as prolong the overall life of the tanks. The Town has requested Wright-Pierce's assistance with the following tasks.

## Tasks

1. Provide a concrete coatings application package for Precision Trenchless to include the appropriate drawings and specifications including section 03930 Concrete Coatings, stating the required surface preparation, application, protection, cleaning, and final coatings inspections.
2. Assist the Town with executing the Subconsultant-Agreement between the Town and Precision Trenchless, ensuring that all desired tank areas and specified concrete coating requirements are appropriately covered in said agreement.

3. Provide a Concrete Coatings Pre-Installation Meeting and part-time onsite inspection during the concrete coatings application for a total of 32 hours combined between the Wright-Pierce Project Manager, Project Engineer, and Senior Structural Engineer as needed.
4. Provide third-party part-time inspection and final coatings inspection. Wright-Pierce will sub-contract with a third-party testing agency specializing in the application and inspection of concrete coatings systems.
5. Provide a Final Inspection Report, with the results of the final coatings inspection by the third-party inspection services and description of any remedial measures required as a result of the final coatings inspection.

### **Sole Source Justification**

- **Unique Product and Certified Installer**  
Precision Trenchless is the only certified installer of the OBIC 1000 Polyurea concrete coating system in New England. This system provides rapid curing and bonding within seconds, eliminating the bonding issues previously experienced with the polyurethane-based system that required extended curing times.
- **Technical Advantages**  
The OBIC 1000 Polyurea system offers exceptional durability and resistance to abrasion and chemicals, making it ideally suited for the harsh WWTF environment. These properties are critical to minimizing algae growth, reducing long-term maintenance costs, and extending the overall service life of the tank.
- **Proven Performance and Warranty**  
Precision Trenchless provides a 10-year installation warranty, which is unprecedented in the concrete coatings industry and demonstrates both confidence in the system and commitment to long-term performance.
- **Lack of Competition**  
Market research confirmed that no other certified installers of the OBIC 1000 Polyurea system operate in New England. Therefore, competitive solicitation would not yield comparable alternatives.

### **Conclusion**

Based on these factors, Precision Trenchless possesses unique technical expertise, proprietary methods, and exclusive certification essential to the success of this project. The Town recommends proceeding with a sole source procurement to ensure high-quality, long-lasting results while avoiding the risks associated with alternative coating systems.

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|                 |  |                     |           |
|-----------------|--|---------------------|-----------|
| <b>TO:</b>      | Josh Scotton, Steve Dalton, Matt Berube -<br>Exeter Dept. of Public Works          | <b>DATE:</b>        | 5/17/2021 |
| <b>FROM:</b>    | Ed Leonard, PE, Jason Gallant, PE  | <b>PROJECT NO.:</b> | T16059    |
| <b>SUBJECT:</b> | Exeter, NH WWTF – Protective Coating at Disinfection and Parshall Flume Structures |                     |           |

---

### **Background**

This memorandum provides a general project description, project rationale, conceptual schedule, and opinion of probable cost for the installation of protective coatings on concrete surfaces within the Disinfection Structure and Parshall Flume structure. This memorandum is intended for your use in outlining a Capital Improvements Project for the next fiscal year and is provided as a follow up to the Wright-Pierce memorandum dated March 5, 2021 on regarding coatings on these WWTF structures.

### **General Project Description**

This project consists of dewatering, coating removal, surface preparation and drying, application of a new multi-part concrete coating (e.g., Tnemec, AW Cook, Sherwin-Williams), curing, third-party testing, and restoration of WWTF operations. During this process, wastewater flows will need to be stored in the WWTF Lagoons (for subsequent treatment) or bypassed around the work area using temporary pumps. Three components of the WWTF are scheduled to receive concrete coatings: Plant Water Wetwell (in the Disinfection Structure), Effluent Diversion Box (in the Disinfection Structure) and Parshall Flume. The project will include third-party verification testing of the coating system. To be conservative, we have assumed that bypass pumping will be provided and will pump disinfection wastewater from the UV channels to Structure 303. This will be evaluated more closely in the design phase to identify if there are opportunities to economize.

### **Project Rationale**

This project is proposed as a protective measure to optimize durability over the service life of the recently completed improvements at the WWTF.

### **Conceptual Schedule**

We expect that this project will take between 14 and 28 days to allow adequate time for preparation, drying, application, curing and testing. We recommend that this work be done when ambient temperatures are projected to be between 65°F to 80°F at all times, otherwise, the work areas and all staging and storage areas need to be temperature controlled. This limits the window of opportunity for this work to between May and September. For this reason, we recommend waiting until 2022 for construction of this work.

## Opinion of Probable Cost

The estimated project cost is between \$155,000 and \$210,000 presented in 2022 dollars, which includes construction, construction contingency, and technical services (design, bidding, construction administration, resident representation, and third-party testing). The Town has not yet decided whether this project will be funded with local funds or with CWSRF funds. This estimate is summarized below.

After you have an opportunity to review, let's plan to discuss any questions you may have prior to finalizing the memorandum and CIP item.

**Town of Exeter, NH  
 WWTF Coatings at Flume, PWWW and Disinfection  
 Wright-Pierce Project T-16059  
 5/17/2021**

### Opinion of Probable Design and Construction Costs

| <b>Concrete Coatings</b>                            | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Cost</b>       |
|---|-----------------|-------------|-------------------|-------------------|
| Plant dewatering / bypass pumping system            | 1               | MO          | \$ 30,000         | \$ 30,000         |
| Plant preparation for coatings                      |                 |             |                   |                   |
| Remove prior coatings                               | 1               | LS          | \$ 6,000          | \$ 6,000          |
| Clean and prepare concrete surfaces                 | 3100            | SF          | \$ 5.00           | \$ 15,500         |
| Parshall Flume coating                              | 800             | SF          | \$ 15.00          | \$ 12,000         |
| Plant Water Wet Well coating                        | 2000            | SF          | \$ 15.00          | \$ 30,000         |
| Effluent Distribution Box coating                   | 300             | SF          | \$ 15.00          | \$ 4,500          |
| Testing and Restoring WWTF normal flow              | 1               | LS          | \$ 5,000          | \$ 5,000          |
| <b>Subtotal, including OH&amp;P</b>                 |                 |             |                   | <b>\$ 103,000</b> |
| Contractor mobilization and general conditions @10% |                 |             |                   | \$ 10,000         |
| General Contractor misc labor and markup @5%        |                 |             |                   | \$ 5,000          |
| Contingency and Inflation to 2022 @25%              |                 |             |                   | \$ 26,000         |
| <b>Construction Total</b>                           |                 |             |                   | <b>\$ 144,000</b> |
| Technical Services & 3rd Party QC Testing           |                 |             |                   | \$ 48,000         |
| <b>Project Total</b>                                |                 |             |                   | <b>\$ 192,000</b> |