



Town of Milton

115 Federal Street, Milton, Delaware 19968

www.milton.delaware.gov

Phone: 302-684-4110 Fax: 302-684-8999

REQUEST FOR PROPOSALS (RFP)

ELEVATED WATER STORAGE TANK MAINTENANCE SERVICES

November 22, 2023

INSTRUCTIONS

The Town of Milton is requesting proposals for elevated water storage tank maintenance services from professional tank maintenance Service Providers experienced with inspection, renovation, preventative maintenance, emergency repairs, and re-painting potable water storage facilities.

Proposals will be received by The Town of Milton, (herein called the "TOWN"), at the Office of the Town Manager, Milton Town Hall, 115 Federal Street, Milton, Delaware no later than **December 20, 2023, at 11:00 a.m. EST.**

Each proposal shall be submitted in a sealed envelope, addressed to Kristy Rogers, Town Manager, Town of Milton, 115 Federal Street, Milton, Delaware 19968. Each sealed envelope containing a proposal shall be plainly marked on the outside as "**Proposal for "ELEVATED WATER STORAGE TANK MAINTENANCE SERVICES"**" and the envelope shall bear on the outside the proposer's name, address, and license number.

All questions, comments, or concerns are to be sent to Kristy Rogers, Town Manager, via email to krogers@ci.milton.de.us. Questions will be accepted up to seven days prior to the proposal due date. The Town will respond to questions within five working days providing both question and answer to prospective providers.

All prospective Service Providers shall present suitable evidence of similar work recently completed.

The TOWN may reject a proposal if the Service Provider misstates or conceals any material fact in the proposal, or, if the proposal does not strictly conform to the law or requirements of proposal.

The TOWN may waive any informalities or minor defects, or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled due date or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

The successful Service Provider will be required to purchase and maintain a State and TOWN business

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license for the duration of the agreement. Subcontracted providers are not exempt from a business license tax even though the general Service Provider may pay a tax on the full contract price of a project.

Service Providers shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s).

SCOPE OF SERVICES

A long-term, continuous water tank asset maintenance program from a qualified firm that will provide integrated maintenance and professional management services for water storage tanks, that includes engineering services (specific to the maintenance of the existing water storage tank assets covered by this RFP) and professional asset management, that includes a fixed fee to pay all future renovations of the internal and external surfaces of the water tank. The water tank asset maintenance program shall be responsible for testing the current materials in place on the tanks for hazardous content. All work must comply with the latest standards, rules, and regulations of the following agencies.

1. American National Standards Institute (ANSI)
2. Occupational Safety and Health Administration (OSHA)
3. American Water Works Association (AWWA)
4. Association for Materials Protection and Performance (AMPP)
5. National Association of Corrosion Engineers (NACE)
6. Society for Protective Coatings (SSPC)
7. National Sanitation Foundation (NSF).

The services shall be provided to:

1. Ensure the interior surfaces of each tank are sanitary, protected, and renovated to maintain service level and water quality in accordance with regulations.
2. Ensure the exterior surfaces are protected, visually appealing to the community, and renovated in accordance with regulations.
3. Ensure the equipment, and appurtenances attached to each tank are maintained in functional operations.
4. Ensure operational support to the TOWN to maintain service level and water quality in accordance with regulations.

Proposals shall address all of the information outlined herein. Proposals must be formatted by section in the order of the items listed below. Additionally, each prospective firm may include any additional information as they deem pertinent to the proper evaluation of their proposal. Please include any additional information in the appendix section of the proposal.

QUALIFICATIONS

The TOWN requires the following:

1. Ability to demonstrate a minimum of fifty current maintenance management contracts and shall provide a contact reference list, with names and telephone numbers, of at least five current management clients.
2. Ability to demonstrate continuous business operations for a minimum of twenty years and have no current pending litigation.
3. Ability to assign an administrative contact, directly employed by the Service Provider, located within a reasonable driving distance to provide serviceability deemed appropriate by the TOWN.
4. Ability to provide design plans signed and sealed by a Professional Engineer licensed in the State

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of Delaware directly employed by the Service Provider when aspects of this contract include design/build elements in relation to the water tank structure and appurtenances.

5. Ability to perpetually protect the tank asset and respond to and complete any emergency repairs necessitated by acts of vandalism or through normal deterioration within 24 hours of the notification of the issue.
6. Ability to provide certified staff to perform services related to inspection, and application of performance coatings.
7. The Service Provider shall meet the minimum insurance coverage demanded while maintaining AM Best rating of A- or better.

QUALITY ASSURANCE

The TOWN requires the following:

1. Workmanship shall be performed by skilled worker thoroughly trained in necessary crafts and completely familiar with specific requirements and methods specified herein.
2. High pressure washing of the exterior surfaces shall be performed only by personnel experienced in performing this activity on elevated water storage tanks with demonstrated quality. The Service Provider will be asked to remove anyone from the work force who is observed performing unsatisfactory actions or providing unacceptable work results.
3. Media blasting of the interior surfaces shall be performed only by personnel experienced in performing this activity on elevated water storage tanks with demonstrated quality. The Service Provider will be asked to remove anyone from the work force who is observed performing unsatisfactory actions or providing unacceptable work results.
4. Application of performance coatings shall be performed only by personnel experienced in performing this activity on elevated water storage tanks with demonstrated quality and proven capability of proper application of each material type of performance coating. Areas are to be protected as required to guarantee cut-in areas are neat and not recklessly sprayed or rolled with various colors. Final appearance is expected to be proper thickness, smoothness, and semi-gloss in appearance. Service Provider will be asked to remove from the work force anyone who is observed performing unsatisfactory actions or providing unacceptable work/results.
5. All material shall be from one manufacture and no cross coating will be allowed between primers and finish coats. Over thinning of materials that results in runs, etc. will not be acceptable. Service Provider will be asked to remove anyone from the work force who creates excessive paint “runs” that require brushing, troweling, or smoothing with scraper blades.

INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Service Provider and any subcontracted providers. The service provide and any subcontracted provider shall procure and maintain at their own expense any additional types and amounts of insurance that, in their own judgment, may be necessary for proper protection in the execution of services. Subcontracted providers shall carry insurance of the same types with the required minimum amounts as specified.

Certificates of insurance shall state that ten (10) days written notice will be given to the TOWN before the policy is canceled or changed. No Service Provider or subcontracted provider will be allowed to start any work on the contract until all certificates of insurance required herein are filed and approved by the Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. The Service Provider shall secure and maintain in effect for the period of the

contract and pay all premiums for the following kinds and amount of insurance.

GENERAL LIABILITY

Each Occurrence Minimum Amount of Coverage - \$1,000,000
General Aggregate Minimum Amount of Coverage - \$2,000,000

AUTOMOBILE LIABILITY

Combined Single Limit Minimum Amount of Coverage \$1,000,000

WORKER COMPENSATION AND EMPLOYER'S LIABILITY

Each Accident / Disease Minimum Amount of Coverage - \$1,000,000

POLLUTION LIABILITY

Each Occurrence Minimum Amount of Coverage - \$1,000,000
General Aggregate Minimum Amount of Coverage - \$2,000,000

PROFESSIONAL LIABILITY

Each Occurrence Minimum Amount of Coverage - \$1,000,000
General Aggregate Minimum Amount of Coverage - \$2,000,000

UMBRELLA LIABILITY COVERAGE

Occurrence Limit - \$1,000,000
Aggregate Limit (where applicable) - \$2,000,000

Policy to apply excess of the Commercial General Liability (following form per Project Limit), Commercial Automobile Liability and Employers Liability Coverages.

Umbrella or other type of coverage should be detailed in the Service Provider’s insurance certificate submitted with their proposal. None of the policies of the insurance required of the Service Provider by this contract shall contain deductibles or self-insurance retentions in excess of \$0.

The TOWN, its officers, agents, and employees and any other agencies or contractor that the TOWN may be obligated to defend and indemnify shall be added as additional insureds on all liability policies.

WORK RESTRICTIONS

TOWN HOLIDAYS

No work shall be performed on outside of working hours as defined by the Town Code including nights, weekends, and holidays observed by the TOWN.

- | | |
|----------------|----------------------------|
| New Year’s Day | Martin Luther King Jr. Day |
| Good Friday | Memorial Day |
| Juneteenth | Independence Day |
| Labor Day | Election Day |
| Return Day | Veteran’s Day |

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Thanksgiving Day
Christmas Eve Observed

Day after Thanksgiving
Christmas Day Observed

In case of an emergency which may require that work be done longer than nine hours per day, the Service Provider shall request permission of the TOWN to do so. If, in the opinion of the TOWN the emergency is bona fide, the TOWN shall grant permission to the Service Provider to work such hours as may be necessary. Also, if in the opinion of the TOWN a bona fide emergency exists, the Service Provider may be directed to work such hours as may be necessary whether the Service Provider requests permission to do so or not.

GENERAL CONDITIONS

Service Providers are responsible to perform all necessary inspection or investigations to thoroughly inform themselves regarding the scope of work, delivery of material and equipment, condition of each water tank, and the service to be performed as required by this document. No plea of ignorance of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposed shall be grounds to fail to fulfill, in every detail, the requirements of the contract document.

It is the responsibility of each prospective Service Provider to inspect each tank prior to the submission of their proposal. All proposers are responsible for obtaining any information pertinent to the proper evaluation of each storage facility.

Each Service Provider is responsible for testing the current materials in place on the tanks for hazardous content. All work must comply with OSHA Confined Space Entry, AWWA, and NSF Regulations.

The Service Provider agrees to indemnify and save harmless the TOWN, its representatives, employees, and agents from all claims, demands, actions, suits, and liabilities arising from the Service Provider's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the Service Provider. This obligation shall extend to and include all litigation costs and reasonable attorney fees incurred by the TOWN in response to such claims, demands, actions, or liabilities, provided it is ultimately determined that such claims result from the Service Provider's or manufacturer's fault or negligence.

The Service Provider shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the TOWN.

Any changes in specifications, after the purchase order/contract has been awarded, shall be with the written consent of the TOWN; otherwise, the responsibility for such changes shall be with the Service Provider.

A contract will not be awarded to any Service Provider who, for any cause, is in arrears to the TOWN. In litigation against the TOWN. Has failed in any past contracts to perform to the satisfaction of the TOWN as to the character of the work, the fulfillment of guarantee, or in time consumed to complete a project.

In the event the successful Service Provider fails or refuses to execute a formal written contract with the TOWN in form and content acceptable to the TOWN within ten days after notice of acceptance of his or her proposal, their proposal may be revoked, and all obligations of the TOWN in connection with the proposal will be canceled.

DESCRIPTION OF REQUESTED SERVICES

A successful Professional Service Provider will communicate through their response that they meet the qualifications, possess the experience, capability, and capacity to achieve the TOWN's maintenance

objectives.

Listed below are detailed descriptions of the essential services the selected provider will be responsible to performing.

ADMINISTRATIVE

The selected Service Provider will provide a competent administrative contact directly employed and supervised by the Service Provider and who is entitled to represent the Company for and in the management of services outlined in the agreement.

The Administrative Contact will be responsible for:

1. Acting as a single point of contact representing the provider for subjects related to the delivery of services, customer satisfaction, and dispute resolution.
2. Certifying compliance with the General Terms and Conditions of the agreement.

INSPECTION AND EVALUATION

The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to perform all inspections. Reference AWWA D101 “Standard for Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage”.

1. Each tank must be visually inspected, at a minimum, once in any twelve-month period. If conditions warrant, additional visual inspections should be performed at no additional cost.
2. All observations will be documented in a concise report with supporting photographs.
3. The tanks compliance with regulatory standards and regulations will be documented in a single-page compliance report with supporting photographs.
4. Any repairs and/or renovations shall be inspected for compliance quality and projects documented.
5. A trained professional is defined as a certificated NACE or SSPC inspector.
6. A qualified representative of the selected Service Provider, acceptable to the TOWN, may perform the physical inspections.

If any of the inspections are to be performed by a sub-Service Provider and not direct employees, it must be indicated in your proposal document.

WATER QUALITY

The selected Service Provider will provide trained personnel to provide all labor, equipment, and materials to clean, inspect, and disinfect each water storage tank identified in this RFP. Wash-out disinfection services shall include but not be limited to:

1. Each water tank will be washed out, inspected, and disinfected following AWWA C652 Standard or as often as local conditions require.
2. Washouts shall be performed following the latest AWWA D652 Spray Method 2 Standards for Potable Water Tank disinfecting.
3. All observations will be documented in a concise report with supporting photographs.
4. The tanks' compliance with regulatory standards and regulations will be documented in a single-page compliance report with supporting photographs.
5. A trained professional is defined as a certificated NACE or SSPC inspector.
6. A qualified representative of the selected Service Provider, acceptable to the TOWN, may perform

the physical inspections.

MAINTENANCE SERVICES

The selected Service Provider will provide trained personnel to provide the experience, support, equipment, labor, and materials necessary to perform any repairs as well as all interior and exterior renovations. Reference AWWA D101 “Standard for Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, And Elevated Tanks for Water Storage”.

1. Projected exterior renovation cycles should foremost ensure the structure is protected. Notwithstanding, the TOWN expects a tank to be kept visually appealing and will not accept visible surface imperfections, blistering, cracking, flaking paint or excessive chalking. An annual exterior power wash shall be required between September 1, and October 31.
2. Re-coating of the exterior of a tank shall be performed in 8-year cycles scheduled from the first scheduled re-coating. Note that the Service Provider will be responsible for addressing any premature coating failure to ensure a tank is protected and kept visually appealing.
3. Projected interior renovation cycles should foremost ensure the structure is protected. Notwithstanding, the TOWN expects the interior of a tank to be free of any visible surface imperfections, blistering, cracking, flaking paint or corrosion. Renovating of the interior of a tank shall be performed in 15-year cycles scheduled from the first scheduled renovation. Note that the Service Provider will be responsible for addressing any premature coating failure to ensure each tank is protected and sanitary.
4. Furnish any and all services including inspection, engineering, and construction services needed to ensure that the tanks are in a sound, watertight working order according to design specifications, and In compliance with all state and federal requirements including but not limited to steel replacement, steel parts, railings, catwalks, ladders, safety items, foundation repairs, expansion joints, water level indicators, tank overflows and vents, manhole covers, valves, gaskets and other component parts of the tanks.
5. Perform foundation repairs for spalling and crack sealing.
6. Provide all permitting, testing, and laboratory services associated with tank maintenance and fees for the same.

It is the responsibility of the Service Provider to schedule and specify a scope of work that achieves both the TOWN’s maintenance objective and cycle criteria. Submitting Service Provider must chronicle in their response a plan and method they plan to utilize to meet the TOWN’s maintenance objective. A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior/interior coating cycle objectives.

Provide a minimum advance notice of sixty working days prior to performing any services that will result in removing a tank from service. Unless the work is due to an emergency condition, no tank shall be taken out of service between June 1 and October 31 in each year.

SUPPORT SERVICES

The selected Service Provider must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard stored water quality. Miscellaneous Services shall include, but may not be limited to:

1. Maintenance related project consulting, management, and scheduling.
2. Structural repair consulting, management, engineering, and emergency repairs services.

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3. Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a painting operation.
4. Project consulting or management of cellular phone installations.
5. Consulting services for products, materials, and installation expertise of water quality technologies, for water storage facilities.

CONTRACTUAL AGREEMENT

The successful Service Provider agrees to execute a formal written contract in form and content acceptable to the TOWN. The contract obligates the Service Provider to administer, manage, inspect, repair, and renovate the TOWN's elevated water storage tanks for a period of one year for a single all-inclusive lump sum fee.

The Agreement for Professional Services is intended for a period of 10-years.

1. The TOWN retains the right to cancel the service agreement at any time for reasons including but not limited to misrepresentation, the Service Provider's best endeavors, and/or the TOWN's failure to budget monies. However, the Service Provider may not cancel the contract for any reason other than non-payment by the TOWN.
2. The TOWN agrees to give the Service Provider written notice of cancellation and sixty days from the date of notice, to complete any work to the satisfaction of the TOWN and invoice for the work completed.
3. If the agreement is canceled, the TOWN will only be responsible for the cost of the work completed up to the date of cancellation.

In the event the TOWN elects to renew the agreement, the TOWN and the Service Provider agree to continue services for a single cost for a successive one-year period.

1. The renewed fee may be adjusted for inflation. Any increase will be limited to the immediate prior year's fee amount plus the percentage of change in the Consumer Price Index (CPI) for that previous year.
2. Should there be a decrease in the percentage of change in the CPI, the TOWN shall benefit, and the fee will decrease by that amount of change.
3. The TOWN and the provider shall agree upon the specific CPI report that will govern the inflationary adjustment.

The proposing company agrees to subject itself to the jurisdiction and venue of the Courts in Sussex County, Delaware, as to all matters and disputes arising or to arise under the contract and the performance thereof.

1. The TOWN requests the option to be invoiced monthly, quarterly, semi-annual, or annually.

EVALUATION AND SELECTION

The TOWN will evaluate each qualified professional water tank maintenance Service Provider and select a single provider based on the listed criteria in consideration for the type of services outlined in this RFP. Each Service Provider submitting a proposal will be ranked by the following criteria.

1. Professionalism and completeness of their submittal.
2. The detail in which the proposed service is described.
3. Experience and references.
4. Qualifications and capabilities.
5. Proposed costs.
6. Insurance Coverage.

Submittals shall include all pertinent information related to the selection criteria.

PROPOSAL REQUIREMENTS

The details of this proposal shall include information as described. Each prospective firm may submit such additional information as deemed appropriate for the proper evaluation of their proposal.

PROPOSAL FORM

The proposer shall submit a lump sum price for the first year of the contract on included proposal form. No price escalation or contingency considerations will be allowed. The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.

COMPANY BACKGROUND

The proposal shall include a narrative introducing the proposing company and its capabilities to perform the services associated within this RFP. The narrative shall include a brief synopsis of the proposing company's experience and approach to maintaining the water storage tank assets. The narrative shall include firm history, years in business, and any historical experience on comparable services and asset maintenance programs and the company's financial capabilities.

COMPANY PROFILE

Provide information on the proposing company's origin, history, and number of years in business.

1. If the proposing company is a wholly owned subsidiary of one or more parent companies, identify any and all parent companies.
2. List the location, full address of the proposing company's headquarters.
3. If the proposing company is a Sole Proprietorship, Partnership, or Limited Liability Company (LLC), a succession plan and guarantee of future performance shall be provided.
4. Corporate safety policies and procedures and Experience Modification Rate (EMR).
 - All employees climbing and working on tanks have attended and passed thorough examinations on the following topics: confined space, working over water, radio frequency, electrical safety, first aid, toxic metal health hazards, hazard communication, noise protection, fall protection, respiratory protection, CPR techniques, lead exposure, flammable liquids, vehicle safety, and equipment safety.
 - Companies with an EMR of greater than 1.0 for the last five years will NOT be considered.
 - Total Recordable Incident Rate (TRIR) for the previous year including safety numbers and rates should be provided.

FINANCIALS

Provide a description of the proposing company's financial strength and stability. List the firm's financial capabilities—including access to capital and the capability to provide both cost-effective solutions and innovative pricing structures.

PERSONNEL

The proposing company shall submit a detailed organizational chart of all full-time employees and personnel associated with the tank asset maintenance services.

Provide one-page resumes for the following staff.

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1. Contract Administrator or Project Manager.
2. Professional engineers licensed in the State of Delaware.
3. Certified welders.
4. NACE and SSPC certified inspectors.
5. Crew supervisor for each type of work crew that may be required to perform work of the contract.

COATING CERTIFICATIONS

The proposal shall include a list the proposing company's certified field personnel and their capabilities.

1. List field personnel and coating inspectors that are certified by the Association for Materials Protection and Performance (AMPP).
2. List NACE-certified inspector that will be responsible for conducting the tank asset inspection services associated with this RFP.
3. Provide a table of NACE-Certified Field Personnel, include both NACE Level and Certification Number (#).
4. Provide a table of SSPC-Certified Field Personnel, include both C-3 and C-5 Competent Lead Removal Supervisors.
5. Certificates or reference letters from paint manufacturers regarding their capability and history of successfully administering paint coatings should be provided.

SERVICE APPROACH

Service Providers shall show their company fulfills the qualifications to satisfy the Town's maintenance objective. A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior/interior coating cycle objectives. Briefly describe your approach and schedule to visual and ROV inspections, washouts, and exterior/interior repairs and renovations.

MAINTENANCE OBJECTIVE AND CYCLE CRITERIA

Briefly describe your scope(s) of work and cyclic approach to satisfy the Town's maintenance objective.

REFERENCES

The proposal shall include a list of current water tank maintenance contracts under management, including the name of system, contact person, telephone number, and number and type of tanks in each contract.

SCHEDULE

The proposal shall include a schedule of year-one services and a recommended schedule for asset management over a 10-year period with an estimated annual cost per year. Establish a schedule of inspections, washouts, repairs, and renovations.

FACILITY INFORMATION

SUMMARY

Tank No.1

Location - Water Treatment Complex, Chandler Street

Volume - 150,000 Gallons

Type - Watersphere

Constructed - 1984

Tank No. 1 was reported to have been fully repainted in accordance with the following schedule:

1. Exterior Overcoat – 2007
2. Interior Wet – 2007
3. Interior Dry – 2010

Tank No. 1 was reported to have been overcoated in 2015.

The 2023 inspection report prepared by MBA reported the following DFTs for Tank No. 1.

1. Exterior - DFT Reading 12-14 mils)
2. Interior Wet - DFT Reading 18-20 mils)
3. Interior Dry - DFT Reading 14-19 mils)

Tank No. 2

Location - South Spinnaker Lane, Shipbuilders Village

Volume - 75,000 Gallons

Type – Watersphere

Constructed – 1989

Relocated to new foundation intact - 2015.

Tank No. 2 was reported to have been fully repainted in accordance with the following schedule:

1. Exterior Overcoat – 2011
2. Interior Wet – 2008
3. Interior Dry – 2008

Tank No. 2 was reported to have been overcoated in 2017.

The 2023 inspection report prepared by MBA reported the following DFTs for Tank No. 2.

1. Exterior - DFT Reading 8-12 mils)
2. Interior - Wet DFT Reading 12-16 mils)
3. Interior - Dry DFT Reading 14-17 mils)

INSPECTIONS

The 2023 tank inspection reports completed by Mumford-Bjorkman Associates, Inc are provided with this RFP as an informational reference regarding the baseline condition of each tank.

GENERAL SPECIFICATIONS

DELIVERY, HANDLING AND STORAGE OF MATERIAL

Deliver all material to the site in original, new, unopened containers, labeled and bearing the manufacturer's name, stock number, product number, and brand name, contents by volume, instructions for mixing, and reducing and application instructions.

Provide adequate storage facilities designed exclusively for the purpose of paint storage and mixing. Facility area shall be located away from open flames, be well ventilated, and capable of maintaining ambient storage temperature of no less than 45 degrees F.

Paint, coatings, reducing agents, and other solvents must be stored in original containers until opened; if not re-sealable, then must be transferred to UL approved safety containers. Provide proper ventilation, personnel protection and fire protection for storage and use of it.

Comply with requirements set forth by Occupational Safety and Health Act for Storage and use of painting materials and equipment.

SURFACE PREPARATION

Perform preparation and cleaning procedures shall be in strict accordance with manufacturer's instructions for each substrate condition.

When the scope of work calls for over-coating, areas shall be washed down with clean water at a minimum pressure of 4,000 PSI. Each pressure washer shall be equipped with Constant Speed Turbo Nozzles and used in all areas, where the coating adherence is questionable. Use of standard fan type nozzles on pressure washer will be acceptable when conditions warrant.

All rusted areas must be power tooled cleaned, hand wire brushed at a minimum, to guarantee adhesion prior to primer application. All rusted areas shall be cleaned prior to priming.

APPLICATION

Coatings shall only be applied following the manufacturer's product data sheet for the series of coating complementary to the existing coatings or products by Tnemec or Sherwin Williams.

Maintain proper ventilation in areas of work to alleviate volatile solvents evaporating from coating material.

Application of a coating shall be by brush, roller, mitt, or spray and in accordance with the scope of work and/or manufacturer's recommendations. All material shall be evenly applied to form a smooth, continuous, unbroken coating. Drips, runs, sags, or pinholes shall not be acceptable.

Provide proper application equipment, including ladders, scaffolding, masking materials, containment, and tools to successfully perform quality work.

SITE LIABILITY

Extreme diligence shall be taken to ensure that all blast media, debris, and trash is contained to the tank site. Corrective action will be at no expense to the TOWN.

Extreme diligence shall be taken to ensure that any surrounding vehicles, equipment, hardware, fixtures, materials, etc. are protected against paint spillage and/or over spray, etc. Such damage or over spray shall be corrected at no expense to the TOWN.

Service Provider shall be responsible for providing warning signs at all property entrances, which will be displayed for incoming vehicles any time painting activities are in process.

REPAIRS

Any repairs identified during the renovation shall be documented in writing and submitted to the Town. Written repair submittals should include a detailed description of the deficiency, recommended scope of work, and the schedule for completing the repair. Any and all repairs to be encountered are to be included in this service at no additional expense to the Town.

INTERIOR DISINFECTION

After the interior liner has properly cured, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).

The Tank shall be sealed and made ready for service.

CLEAN UP

Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site. At no cost to the Town, any damage to surfaces resulting from the work shall be cleaned, repaired, or refinished to the satisfaction of the Town or representative.

Abrasive blast debris generated will be tested for the 8 RCRA heavy metals using the TCLP Method.

All abrasive blast debris will be disposed of in accordance with applicable Federal, State, and Local regulations.

PROPOSAL FORM

PROPOSAL FOR “ELEVATED WATER STORAGE TANK MAINTENANCE SERVICES”

The undersigned has carefully examined the sites of work, the stated conditions, technical information, and the agreement for the above-named project, and in compliance with the RFP shall provide all the necessary machinery, tools, apparatus, labor, and other means of construction, including all the work to furnish all the material called for in accordance with the requirements of the Town of Milton and the true intent of the RFP.

The undersigned further understands that all supplies and materials covered by this proposal shall be new and of the best quality and the highest-grade workmanship.

The undersigned certifies by the submission of this proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this proposal. The successful proposer shall, at his own expense, defend any and all actions or suits charging such infringements, and will save the Town of Milton, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

YEAR	PROPOSED LUMP SUM FEE
1	

YEAR 1 TOTAL PROPOSED FEE

_____ Dollars

PROPOSED ANNUAL FEES

YEAR	ESTIMATED CPI	ESTIMATED VALUE
2		
3		
4		
5		
6		
7		
8		
9		
10		
	ESTIMATED 10-YEAR TOTAL	\$

ESTIMATED 10-YR TOTAL FEE

_____ Dollars

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

Name: _____

Signature: _____

Title: _____

Business Address: _____

Names and _____

Address of _____

Members _____

(IF A CORPORATION)

Name of Corporation: _____

Signature: _____

Title: _____

Business Address: _____

Incorporated under the laws of the State of: _____

Name President _____

(Address) _____

Name Secretary _____

(Address) _____

Name Treasurer _____

(Address) _____

Affix Corporate Seal
and Acknowledge All Addenda

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL,
and

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called SURETY are held and firmly bound unto the Town of Milton, 115 Federal Street, Milton, Delaware 19968, hereinafter called TOWN, in the total aggregate sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the Principal entered into a certain Contract with the TOWN, dated the ___ day of _____, 202__ for “**Proposal for “ELEVATED WATER STORAGE TANK MAINTENANCE SERVICES”**”, a copy of which Contract and the specifications shall be deemed a part thereof to the same extent, as if fully set out herein.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform his/her duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the TOWN with or without notice to the SURETY and during the one (1) year guaranty period, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the TOWN from all costs and damages which he/she may suffer by reason of failure to do so, and shall reimburse and repay the TOWN all outlay and expenses which the TOWN may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER that, the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and he/she does hereby waive notice of any such change, extension of time, alteration or addition of the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER that, it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal separate amendments hereto, upon amendment to this CONTRACT not increasing the Contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of this CONTRACT as so amended. The term Amendment, wherever used in this BOND, and whether referring to this BOND, this CONTRACT, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED FURTHER that, no final settlement between the TOWN and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. TOWN is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of __, 202__.

ATTEST:

BY: _____
PRINCIPAL

(SEAL)

(Principal) Secretary

(Witness as to Principal)

(Address)

ATTEST:

BY: _____
SURETY

(SEAL)

(Surety) Secretary

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION