



Harbor Commission Meeting

Tuesday, August 13, 2024

City Hall Council Chambers – 601 Main St W. Ashland, WI 54806

6:00 PM

Take notice that a meeting of the Harbor Commission will be held in- person in the City Hall Council Chambers on **Tuesday, August 13, 2024** at **6:00 PM**.

The following items will be considered:

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. CITIZEN PARTICIPATION PERIOD

4. FINANCIAL STATEMENT REVIEW

- a. Review Financial Statement

5. NEW BUSINESS

- a. Fuel System Bid Proposals

6. ADJOURNMENT

If you are unable to attend the meeting please call City Hall: 715-682-7071

It is possible that a quorum of members of other governmental bodies of the municipality may attend the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact the City of Ashland Clerk's Office at 715 -682-7071.

CITY OF ASHLAND - Marina - Budget Comparison
For the Period January 1 - July 31, 2024
PRELIMINARY, SUBJECT TO ADJUSTMENTS/AUDIT

	2024 Adopted Budget	Actual	Remaining Budget
Revenues			
Operating			
Boat Launch Fees	\$ 6,500.00	\$ 5,330.98	\$ 1,169.02
Marina Revenues	247,000.00	156,324.24	90,675.76
Total Operating Revenues	253,500.00	161,655.22	91,844.78
Other Revenues			
Interest	90.00	27.39	62.61
Insurance Div/Donations \$850	540.00	1,420.00	(880.00)
Total Other Revenues	630.00	1,447.39	(817.39)
Total Revenues	\$ 254,130.00	\$ 163,102.61	\$ 91,027.39
Operating Expenditures:			
Wages	95,835.00	45,008.69	50,826.31
Overtime	275.00	709.50	(434.50)
Longevity Pay	2,545.00	-	2,545.00
Payroll Taxes	7,430.00	3,497.49	3,932.51
Retirement	4,565.00	2,081.56	2,483.44
Life Insurance	210.00	114.30	95.70
Workers Comp	3,040.00	-	3,040.00
Unemployment Comp	6,500.00	-	6,500.00
Professional Services	1,000.00	138.75	861.25
Water/Sewer	2,200.00	731.58	1,468.42
Electricity	5,000.00	1,124.83	3,875.17
Telephone	2,680.00	1,501.52	1,178.48
Natural Gas & Fuel Oil	1,900.00	900.60	999.40
Office Supplies/Postage	700.00	29.99	670.01
Advertising/Publishing	2,000.00	-	2,000.00
Travel / Training	1,500.00	-	1,500.00
Operating Supplies	2,750.00	2,788.27	(38.27)
Goods-Resale	4,000.00	4,112.15	(112.15)
Gas & Oil	36,000.00	16,011.64	19,988.36
R&M- Heavy Equipment	2,750.00	-	2,750.00
R&M- Equipment	2,750.00	5,265.06	(2,515.06)
R&M- Pontoon Deck	-	5,354.50	(5,354.50)
R&M- Boat Launch	-	1,760.30	(1,760.30)
R&M-Buildings	1,550.00	198.07	1,351.93
R&M-Land Improvements	1,800.00	1,315.58	484.42
R&M-Dock	1,275.00	1,948.01	(673.01)
R&M-Nav Aids	200.00	9.99	190.01
R&M-Fuel Dispenser	1,275.00	3,753.00	(2,478.00)
Miscellaneous	1,600.00	-	1,600.00
Bank Service Charges	1,450.00	-	1,450.00
Property Insurance	8,100.00	-	8,100.00
Liability Insurance-storage tank	2,900.00	540.00	2,360.00
Liability Insurance-general	1,000.00	-	1,000.00
Total Operating Expenditures	206,780.00	98,895.38	107,884.62
NET OPERATING INCOME (LOSS)	47,350.00	64,207.23	(16,857.23)

continued next page



Quote

859.781.0402
 859.781.1451 fax
 www.mid-valleysupply.com

****Please Note New Remit To****

106 Commerce Drive., South Point, OH 45680
 315 E 15th Street, Covington, KY 41011
 2228 Yandes Street, Indianapolis, IN 46205
 4080 N. 20th Ave, Wausau, WI 54401

Remit To:
 M&M Service, Inc.
 PO Box 1053
 Lexington, KY 40588

Order Number: 0074387
Order Date: 8/2/2024

Salesperson: ZMD
Customer Number: 02-51084S

Sold To:
 City of Ashland Public Works
 2020 6th Street East
 Ashland, WI 54806

Ship To:
 City of Ashland Public Works
 2020 6th Street East
 Ashland, WI 54806

Confirm To:
 Randy Tody

Customer P.O.	Ship VIA	F.O.B.	Terms
Install new 6K Split AST			Net 15

Whse	Item Code	Description	Quantity	Unit	Price	Amount
	/XCONSTRUCTION		0.00	EACH	0.0000	0.00
		SCOPE OF WORK: M&M/NPS proposes to remove existing tanks and piping from current location and install new above ground tank and above ground piping to current dispenser location.				
	/N-400	Tank	1.00	EACH	54,000.0000	54,000.00
		DW-FG-6K GAL-6'DIA-SPLIT COMPARTMENT 6,000 GALLON UL-2085 FIREGUARD TANK ON SADDLES (SPLIT 3K/3K) INNER TANK DIMENSIONS: 6'DIA x 28' OUTER TANK DIMENSIONS: 6'6"DIA x 28'6" TANK WEIGHT: 23,000 LBS. Tank Includes: Double Bulkhead (1) 24" Manway per Compartment (4) 2" MNPT's per Compartment (1) 4" MNPT per Compartment (2) 6" Emergency Vents (1) 8" Flanged Emergency Vent Exterior Blasted, Primed & Top Coated White Urethane				
	/N-400	Tank Freight	1.00	EACH	2,700.0000	2,700.00
400	749-0100AV	2" 8 OZ. PRESSURE VACUUM VENT	1.00	EACH	109.6200	109.62
400	354-0200 AV	VENT UPDRAFT 2"	1.00	EACH	29.9800	29.98
400	244OM-0100AV	4" 8OZ EMERGENCY VENT-MALE THR	3.00	EACH	129.9200	389.76
400	517-0100 AC	SPILL CONTAINER AST 2" 3.5 GA	2.00	EACH	180.8000	361.60
400	179-0100AC	2" ALUMINUM FILL CAP-FEMALE THR	2.00	EACH	14.8200	29.64
400	KG4517	2" FILL ALARM/ AUDIBLE WHISTL	2.00	EACH	35.4800	70.96
400	K-2-90	TYPE K LEAK GAUGE	1.00	EACH	63.8000	63.80

Continued



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400	STP150-VL3-R	1-1/2" HP FIXED SPEED VAR LEN	2.00	EACH	2,022.1300	4,044.26
400	710-0150 1V	VALVE SOLENOID 1.5" (VITON) W	2.00	EACH	770.0000	1,540.00
400	076S-0200AV	5" EXPANSION RELIEF VLV SS 50	2.00	EACH	287.6200	575.24
400	STP-DHI-SCI	DISPENSER HOOK BOX W/SMART CON	2.00	EACH	636.9000	1,273.80
400	CUSTOM PUMP #1	DISPENSER STAND	1.00	EACH	300.0000	300.00
400	FFUL15X18HMXHM	1-1/2" X 18" FLEX CONNECT FI	2.00	EACH	87.3400	174.68
400	FNW410AJ	1-1/2" FULL PORT BALL VALVE B	2.00	EACH	49.5000	99.00
400	662-501-902	1-1/2" EMERGENCY VALVE DBL PO	2.00	EACH	185.3900	370.78
	/N-400	Misc. Material	1.00	EACH	1,000.0000	1,000.00
	/N-400	Product Piping Up to 50 feet of product piping	50.00	EACH	48.0000	2,400.00
400	4" CRASHPOST7	4" CRASH POST SCH10 7' LONG	14.00	EACH	86.4000	1,209.60
400	DPP-4Y	4" BOLLARD COVER YELLOW NON-R	14.00	EACH	50.0000	700.00
	/BID LABOR - WI	Installation Includes: Tank Pipe Dispenser	1.00	EACH	25,000.0000	25,000.00
	/SUB-400	Excavation Pipe and tank removal and restore area, saw cut asphalt for new tank pad.	1.00	EACH	23,600.0000	23,600.00
	/SUB-400	Electrical	1.00	EACH	14,000.0000	14,000.00

Continued



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Whse	Item Code	Description	Quantity	Unit	Price	Amount
		(2) Submersibles				
		(2) Solenoid valve				
		(1) New wiring to dispenser				
		(1) E-stop				
		(1) E-stop contactors				
		New conduits				
400	55GAL	55 GALLON DRUMS	2.00	EACH	475.0000	950.00
	/SUB-400	Soil Sample	1.00	EACH	4,550.0000	4,550.00
	/SUB-400	Concrete	1.00	EACH	6,000.0000	6,000.00
		Tank slab estimated size 12'6"x34'				
	/PERMIT	Plans/Permits	1.00	EACH	1,200.0000	1,200.00
	/PERMIT	Bid Bond	1.00	EACH	1,500.0000	1,500.00
	/SUB-400	Crane	1.00	EACH	6,500.0000	6,500.00
	/NT-400	Ground Heater	1.00	EACH	2,000.0000	2,000.00
	/SUB-400	Security Fencing	1.00	EACH	4,300.0000	4,300.00
	/NOTEUG		0.00		0.0000	0.00

Continued



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Whse	Item Code	Description	Quantity	Unit	Price	Amount
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NOTE:
Due to industry volatility for carbon steel material, the pricing offered in this quotation is subject to review at time of order placement. Material will be subject to adjustment based on increases occurring between the date of quotation and the time of order placement. We regret the necessity of this action and will discontinue this practice as soon as market conditions permit.

PRICE:
Prices quoted are for acceptance within 10 days and, unless otherwise stated.

CALIBRATION:
Northwest Petroleum highly recommends performing a re-calibration of all meters 30 days following installation of used dispensers.
The cost for the re-calibration is not included in this proposal.

SALES TAX
Includes estimated sales tax, actual sales tax will be added to the invoice.

COLD WEATHER CONCRETE - In the event that concrete is poured during cold weather, NPS is not responsible for chipping, cracking, or spaulding of concrete, due to cold weather pours. Furthermore, NPS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used after installation to prevent concrete related problems.

EXCLUSIONS
Does not include landscaping, paving, dewatering, site work for grade changes or materials to improve traffic areas, site restoration with asphalt or landscaping, canopy drain tie-in to storm sewer, painting, extra costs associated with winter conditions, backroom software, networking, phone lines, ip address, dumpster, upgrades to existing equipment other than stated, satellite/modem for credit card acceptance, kiosk under canopy, pay phone on property, fire extinguisher, garbage cans, windshield service center, site signage material/installation, or local permits. Excavation services do not include dewatering or work related to soil, water, contamination or problems related to excavation if encountered by rock, frost, utilities or excess caving. Unused soils to be stockpiled and left on site.

Net Order:	161,042.72
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	161,042.72

Zach Dvorak
M&M Mid-Valley Service and Supply
4080 North 20th Avenue
Wausau, WI 54401
8/2/2024

Denise Oliphant, Ashland City Clerk
Scott Stegmann, Ashland Marina Harbormaster
601 W Main Street
Ashland WI 54806
715-209-7049

Dear Denise and Scott:

M&M Mid-Valley Service and Supply is excited about the opportunity to remove the existing UST and replace it with a new AST system at the Ashland Marina. M&M Mid-Valley Service will supply the excavation and environmental services of the old fueling system, as well as the installation and startup of the new system.

Again, we appreciate your interest in M&M Mid-Valley Service and Supply.

Sincerely,

Zach Dvorak

Zach Dvorak
Sales Associate/Project Coordinator
zachary.dvorak@mid-valleysupply.com
Office: 715-675-2084 ext. 411
Cell: 859-888-7457



City of Ashland

601 Main St W
Ashland, Wisconsin 54806
Phone (715) 682-7049
sstegman@coawi.org

CITY OF ASHLAND, WISCONSIN REQUEST FOR PROPOSALS PROFESSIONAL SERVICES FOR

the Replacement of UNDERGROUND STORAGE TANKS

At the:

Ashland Marina
301 N Ellis Ave
Ashland, WI 54806
www.sstegman@coawi.org

BID DOCUMENT

July 15, 2024

FOR

THE CITY OF
ASHLAND
HARBOR
COMMISSION

Bids due by August 2, 2024

Project completion NLT December 20, 2024

TECHNICAL SPECIFICATIONS

Division 1 General Requirements
Section 01000 General
Requirements

Division 2 Site Work
Section 02050 Demolition and Alterations
Section 02210 Earth Excavation, Backfill, Grading, and Landscaping
Section 02220 Contaminated Materials Excavation, Staging,
Loading, Transportation and Disposal

Division 22 Plumbing and Tanks
Section 22400 Fuel Tank
Replacement
Section 22450 Pumps and Piping

Division 26
Section 26009 Basic Electrical Material and Methods
Section 26010 Basic Electrical Requirements

FIGURE

Figure 1 – Material
list, (estimated)

THE CITY OF ASHLAND
HARBOR COMMISSION
REQUEST FOR PROPOSALS FOR
UNDERGROUND FUEL STORAGE TANK REMOVAL AND REPLACEMENT AT
ASHLAND MARINA

1. INTENT AND GENERAL INFORMATION

1.1 The Ashland Harbor Commission (AHC) is accepting proposals for the removal and Replacement of the Underground Fuel Storage Tanks, at the Ashland Marina as further defined in the Request for Proposal. **Completion of the project needs to be on or before December 20, 2024.** The contractor shall provide all labor, tools, material and equipment necessary for the removal and replacement of the existing underground storage tanks. The contractor shall be in compliance with all Federal, state and Local laws.

1.2 The contract will be awarded by the AHC to the lowest responsive bidder as determined by the AHC.

2. INSTRUCTIONS FOR PROPOSALS:

2.1 Sealed RFPs will be received by the City of Ashland, Ashland Harbor Commission, Scott Stegmann, by August 2, 2024 at 12:00 p.m.

2.2 The preferred method for bid submission is a PDF scanned file of all required bid documents, including bid and bid bond forms with original wet signatures or properly transmitted electronic signatures (only PDF files will be accepted) emailed to sstegman@coawi.org. For bids being hand delivered, mailed, or sent via a third party delivery service, bidders are encouraged to submit their bids using the SEALED BID envelope label that is provided within the specification. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project Location, and Category of Work being bid on, Bid Date, and the Name and Address of Bidder.

2.3 Complete proposals shall include the attached RFP Bid forms along with their detailed proposal as further defined in this Request for Proposal. Proposals including bonds shall be enclosed in a sealed envelope and clearly marked with "RFP for UST Removal and Replacement at Ashland Marina", the name of the contractor submitting proposal, date and time for proposal acceptance.

2.4 Addenda and Interpretations: Any request from a prospective bidder for interpretation of meaning of the Request for Proposal shall be made in writing via e-mail to Scott Stegmann sstegman@coawi.org and must be received by July 22, 2024. Answers to questions will be provided by July 26, 2024.

2.5 Bid Bond: The Proposal must be accompanied by a bid bond which shall be not less than ten (10) percent of the amount of the base bid. The bid bond shall be prepared in a form acceptable to the AHC, duly executed by the bidder as principal and having a surety thereon which shall be acceptable to the AHC. A certified check made in the name of the AHC is also an acceptable bid surety.

2.6 Site Conditions: At the date fixed for opening of RFP, each bidder will have made an examination of the site; have satisfied itself as to actual conditions, requirements and quantities of work; and have read and be thoroughly familiar with RFP.

2.7 The bidder is required to submit a Certificate of Insurance in amounts and types specified in Section 14.1 or provide a letter from the bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Contract and that a Certificate of Insurance shall be provided to that effect no later than the date of contract signing.

2.8 Contract award will be by AHC contract.

2.9 The Contractor agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or national origin in any manner prohibited by the law of the United States, the State of Wisconsin, or the AHC.

2.9.1 The Contractor will submit to AHC an invoice at the end of each month in duplicate, for work completed during that month's time period, unless alternate terms are approved.

2.9.2 Upon presentation of an accepted invoice, the AHC will remit payment for services rendered for the period ending the last day of the month. Assuming the request for payment is made in accordance with appropriate provisions of the Contract Documents, payments will be rendered within 30-45 business days after receipt of invoice. The invoice shall reflect any adjustments due to extra work approved by AHC and beyond the requirement of the Contract Documents and credits due to the assessment of liquidated damages or other credits provided for therein.

3. PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS

3.1 The Contractor shall provide performance and labor and materials bonds issued by a surety company satisfactory to the AHC and licensed to do business in the State of Wisconsin, which bonds or renewals, extensions or replacements thereof shall remain in full force and effect for the term of the Contract and any mutually agreed extensions thereto. The bond provided shall be subject to review by the AHC and the Contractor may be required to substitute an alternative form of bond if necessary to provide AHC with adequate security for the performance of the Contractor's obligations.

3.2 The performance bond will obligate the surety such that the contractor shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract as specified and at the times and in the manner prescribed, or the surety shall pay over, make good and reimburse the AHC all loss and damage which the AHC may sustain by reason of failure or default on the part of the Contractor under the provisions of the Contract. The labor and materials payment bond will obligate the surety such that the contractor shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in the Contract.

3.3 Both the performance bond(s) and labor and material payment bonds(s) shall be in amounts equal to 100% of the base bid. In addition, each bond shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced and there shall not be any lapse in coverage.

3.4 The Contractor shall provide thirty (30) days written notice, sent certified mail, return receipt requested, of any decision not to renew or extend any performance of labor and material bond beyond the bonds' expiration date. However, there shall not be any lapse in coverage as a result of such decision not to renew or extend any performance or labor and material bond. Evidence of replacement coverage or a renewed, extended, or new bond shall be provided by the contractor to the AHC not less than twenty (20) calendar days prior to any bond expiration date. Failure to provide such evidence or such renewed, extended or new bond shall be deemed a failure to comply with the terms of the contract.

3.5 The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

4. OTHER CONDITIONS- INDEMNIFICATION

4.0 The bidder is aware of and agrees that, if awarded the Contract, it is bound by the following indemnification language:

4.1 To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the City of Ashland, AHC, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

4.1.1 Bodily injury, sickness, disease, or death; and/or

4.1.2 Damage to or destruction of property, real or personal; and/or

4.1.3 Financial losses (including, without limitation, those caused by loss of use) sustained by any person or entity, including officers, employees, agents, subcontractors, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the act (s) or omission(s) of the Contractor, its officers, employees, agents, or subcontractors, in the performance of the Contract or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

4.1.4 To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the City of Ashland and the AHC, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost, penalty, fine or damage that may arise out of the Contractor's employees or subcontractors failure to comply with any laws or regulations of the United States of America, the State of Wisconsin, the City of Ashland, the AHC, or their respective agencies. This undertaking shall not be affected by other portions of the Contract relating to insurance requirements.

5. FAILURE OF OPERATION

5.1 If the Contractor fails to comply with any of the terms and conditions set forth in this agreement, the AHC will notify the Contractor in writing. The Contractor will have five days from the receipt of the notice to comply with the terms and conditions set forth in this agreement. The AHC may elect to extend this time period to a date certain providing the Contractor is working diligently to comply with the terms and conditions set forth in this agreement.

5.2 Failure by the Contractor to comply with any provision of this agreement and failure to cure the non-compliance constitutes a breach of contract. If there is a breach, the AHC may, at its sole discretion, terminate the Contract. Termination of the Contract renders the Contract null and void. There shall be no penalty or payment required by the AHC.

5.3 At any time, the AHC may demand assurance that the Contractor is able to continue to perform the Contract. If the Contractor fails to give the AHC reasonable assurances that the Contractor can continue to perform, the AHC shall consider this a breach of the contract. The AHC may, at its sole discretion, terminate the Contract. Termination of the contract renders the contract null and void. There shall be no penalty or payment required by the AHC.

5.4 The AHC may terminate this Contract at any time when the Contractor consents to or voluntarily or involuntarily petitions for appointment of a receiver, trustee, liquidator, assignee, custodian, sequester, or similar official, or files or has filed a petition in bankruptcy, reorganization, or order of relief, or in any other manner demonstrates its current inability to pay its debts or satisfy its obligations as they become due.

5.5 Notwithstanding the foregoing, the Contractor and AHC agree that, if the Contractor is unable to provide services due to labor disputes not arising out of actions taken by the employer that would be deemed responsible and consistent with the standard of the industry or acts of God, fire, riot, war, civil commotion, or any other similar condition, the Ashland Harbor Commission shall excuse the Contractor to the extent necessary from performance hereunder. The AHC and the Contractor shall work together, to their best efforts, to resume the work as soon as reasonably possible.

5.6 If the contract is terminated for breach by the Contractor, the AHC will be entitled to the costs of re-procuring a construction contract for the work. Additionally, if the cost of the new contract exceeds the costs contained in the terminated contract, the AHC will be entitled to the amount of the increased costs from the Contractor.

6. INTERPRETATION AND CONSTRUCTION

6.1 The construction of this Contract shall be governed by the laws of the State of Wisconsin, excluding its conflict of law rules.

6.2 The Contract Documents constitute the entire agreement between the parties and shall supersede all previous communications, representations, and agreements, either oral or written, between the parties with respect to the subject matter hereof and no agreement or understanding varying or extending this Contract shall be binding upon either party unless made in a writing referencing this contract and signed by a duly authorized representative of each party.

6.3 If in any instance any provision of this Contract shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.

6.4 The AHC's failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or the AHC's waiver of any breach here under, shall not thereafter waive any such terms, conditions, or privileges or, any other terms, conditions, or privileges, whether of the same or similar type.

7. CONTINUATION OF WORK DURING THE PENDENCY OF A DISPUTE

7.1 No failure of the AHC and Contractor to settle any dispute or to reach any agreement provided for by the terms of this Contract shall excuse the Contractor from diligently proceeding with the performance of this Contract.

8. ATTORNEYS' FEES

8.1 In the event the AHC should bring an action against the Contractor for enforcement of the terms and conditions of this Contract, the Contractor agrees that the AHC shall be entitled to the award of its reasonable attorneys' fees and court costs associated with such proceedings.

13 SCOPE OF SERVICES

13.1 The Contractor shall remove and replace the two existing underground fuel storage tanks, consisting of (1) 4,000-gallon diesel fuel tank and (1) 4,000-gallon unleaded gasoline tank, and replace with (1) new 6,000 gallon (3,000/3,000) split double walled steel flameguard above ground storage tank.

14. INSURANCE

14.1 The Contractor shall maintain in force at all times during which services are to be performed under this Agreement the following insurance coverage placed with company(ies) licensed by the State of Wisconsin.

(Minimum Limits)General Liability* Each Occurrence
\$1,000,000 General Aggregate \$2,000,000
Products/Completed Operations \$2,000,000
Aggregate
Auto Liability* Combined Single Limit
Including Uninsured and Each Accident \$1,000,000
Uninsured Motorist Coverage

Umbrella* Each Occurrence \$1,000,000
(Excess Liability) Aggregated \$1,000,000

14.2 The City of Ashland shall be named as an “Additional Insureds”. Coverage is to be provided on a primary, noncontributory basis. Policies with coverage subject to deductibles or self-insured retention in excess of \$25,000 must be submitted for review and approval.

14.3 If any policy is written on a “Claim Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from completion date.

14.4 Original, completed Certificates of Insurance must be provided prior to the start of this Agreement. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be canceled before the expiration date, written notice must be received thirty (30) days prior to cancellation.

15. LIQUIDATED DAMAGES

15.1 Liquidated damages shall be agreed between the AHC and the Contractor to be in the amount of \$150.00 per day for each calendar day the Contractor exceeds the scheduled completion date. This shall be as liquidated damages and not a penalty.

16. PROPOSAL

16.1 Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of successful respondent. 17. SUBMISSION AND DEADLINE

17.1 All proposals must be received by August 2, 2024 at 12:00 p.m. One original be submitted to:

Denise Oliphant, Ashland City Clerk and
Scott Stegmann, Ashland Marina Harbormaster
601 W Main Street
Ashland WI 54806
715-209-7049
Sstegman@coawi.org

18. PACKAGING

18.1 The original proposal shall be placed in one sealed envelope, bearing the name and address of the respondent and clearly marked with the words "RFP: UST Removal/Replacement Ashland Marina"

18.1.1 The proposal must provide name, title, address, and telephone numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying the information provided therein. No original material should be submitted as all proposal submissions and materials become property of the AHC and will not be returned.

19. PROPOSAL CONTENTS

19.0 Respondents shall submit as their proposal the following:

19.1 Submittal Letter. Respondents shall submit a cover letter, addressed to Denise Oliphant, Ashland City Clerk and Scott Stegmann, Ashland Marina Harbormaster, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom the AHC may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

19.2 Proposal. Respondents shall submit a detailed proposal including references and experience. Please provide a detailed written summary of the respondent's experience and capability in providing similar operating services elsewhere, especially experience in providing services to municipalities. Included with references, shall be a list of all similar contracts held in the last 5 years.

19.3 Fee Proposal Terms. All respondents are required to submit a fee proposal (Bid Submission Form) for all services outlined in the scope of services. The fee proposal shall include all materials, supplies, personnel and whatsoever necessary as described herein.

19.4 Required Forms. Every respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

19.5 Signature. The Respondent must sign all Proposals. Unsigned proposals cannot and will not be considered.

20. PROPOSAL EVALUATION

20.0 The following criteria will be used, without limitation, in determining the successful Contractor:

20.1 The Respondent's technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted, operational plan, staffing plan and vehicle list. This shall include the background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the AHC or for other municipal or private sector clients. Respondent must demonstrate that the tank installer is certified by the tank and piping manufacturers for installation and holds all appropriate licenses.

Proposals in response to this request will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

21. SELECTION PROCEDURES

21.1 The AHC reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

21.2 The AHC intends to enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the AHC.

PROPOSAL FORM

ASHLAND MARINA FUEL TANK REMOVAL / REPLACEMENT

1. COST OF WORK:

The undersigned, acting for and on behalf of Contractor and being familiar with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the AHC.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith this bid for the indicated item as follows:

- 1) Complete the Removal and Replacement of the Existing Underground Storage Tank

Lump Sum Total \$ 161,042.72

In Words One hundred sixty one thousand forty dollars and seventy two cents.

- 2) Additional cost for the complete removal and disposal of contaminated soil encountered during excavation per ton as directed.

\$ 66.00 per ton

In Words sixty six dollars per ton

- 3) Additional cost for the complete import and placement of soil backfill per ton to replace contaminated soil removed off-site as directed.

\$ 43.18 per ton

In Words forty three dollars and eighteen cents per ton

- 1) Additional cost for the complete removal and disposal of contaminated ground water encountered during excavation per gallon as directed.

\$ 8.00 per gallon

In Words eight dollars per gallon

The AHC reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

2. COSTS:

The undersigned Contractor hereby affirms and states the prices quoted herein constitute the total cost to the AHC for all work involved in the respective items and that this cost also includes all insurance, licenses, permits, royalties, transportation charges, use of all tools and equipment, , overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. This bid shall be held valid for a period of ninety (90) days after the bid due date.

3. INSTRUCTIONS:

The undersigned Contractor shall comply with all provisions and requirements of this Bid Package.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for this work it will completely perform said Contract in strict accordance with its terms and conditions by December 20, 2024, unless additional time shall be granted by the AHC in accordance with the provisions of the specifications. Should the Contractor fail to complete the work by said date or within such extended time as may have been allowed, the Contractor shall be liable to the AHC in the amount set forth in Section 15.1.

REFERENCES

M&M Service Station Equipment Specialists, Inc dba Northwest Petroleum Service

(Name of Contractor)

List all references stating name, address, and contact person and phone number below:

References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: Madeline Island Yacht Club

Address: 633 Main Street, La Pointe WI 54850

Phone #: 715-747-0047

Contact: Leroy Wilde

2. Company Name: Woodman's Corporate Office

Address: 2631 Liberty Lane Janesville, WI 53545

Phone #: 608-754-8382

Contact: Nick deLorimier

3. Company Name: Fleet Farm

Address: 1811 Badger Avenue Wausau, 54401

Phone #: 715-675-2312

Contact: Matt Belighn

INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless, The City of Ashland, Ashland Harbor Commission, its employees, agents and servants, from any liability claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the City of Ashland, Ashland Harbor Commission, its agents or servants. The City of Ashland and Ashland Harbor Commission shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this Contract.

Authorized Signature;

Shannon Geurink

Typed/Printed Name:

Shannon Geurink

Ashland Marina UGST Remove/Replace

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned M&M Service Station Equipment Specialist, Inc. as Principal, and Lexington National Insurance Corporation as Surety are held and firmly bound unto the Ashland Harbor Commission, Wisconsin, hereinafter Called "AHC", in the penal sum of Ten Percent (10%) of the Total Bid Amount Dollars, (\$ ---10%---) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, which whereas the Principal has submitted the accompanying proposal, dated August 2, 2024 for UST Removal/Replacement Ashland Marina.

NOW THEREFORE, if the Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and AHC, or, if no period be specified, within sixty (60) day after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the AHC in accordance with the Proposal as accepted, and give bond with good and sufficient performance and proper fulfillment of such contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of the Proposal Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this 2nd day of August, 2024 the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Proposal Bond shall be valid unless agreed to in writing by the parties to this bond.

In presence of:

Rachel Scanlon

(SEAL)



(Individual Principal Signature)

Shawn Keller

M&M Service Station Equipment Specialist, Inc.
(Principal Name - Print) (Business Address)

Attest:

Rachel Scanlon

(SEAL)



(Signature)

Sherrie Keller

(Business Address) 315 E 15th Street, Covington, KY 41011

By: Sherrie Keller

(Affix Corporate Seal)

Attest:

(Signature) (Corporate Surety)

Lexington National Insurance Corporation
11426 York Road, Floor 2, Cockeysville, MD 21030
(Business Address)

By: Katie Rose
Katie Rose, Attorney-in-Fact

(Affix Corporate Seal)

Countersigned by: Trinity Tucker

Attorney-In-Fact, State of Ohio

Power of Attorney for person signing for Company must be attached to Bond Surety.

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Randal Noah, Tiffany Gobich, Katie Rose, Elizabeth Ohl,
Audria Coleman, Kathrine Krekeler, S. Kelsey Becker, Nancy Nemec, Tammy Masterson**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the CEO, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the CEO, President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the CEO, President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, CEO



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, CEO of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

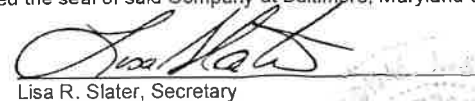
WITNESS my hand and official seal.

Commission Expires: 01/08/28


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 7th day of May, 2024.


Lisa R. Slater, Secretary

Attached to bond signed this 2nd day of August, 2024

Note: The subsections shown below are for convenience purposes only and may not reflect actual section designations or names in the specification documents.

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Figure 1 – Material
list, (estimated)

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

SECTION 01000

GENERAL REQUIREMENTS

01001 DESCRIPTION

These General Requirements are hereby made a part of each and every Division and Section of the Specifications. The Contractor shall ensure that each and every subcontractor and material supplier is so informed. Additional provisions of the Specifications are supplementary, and in any case where general conditions are modified, remaining portions of the general article shall remain in effect.

In addition, where there are differences in these specifications and the general conditions, the most stringent requirement, as determined by the Engineer, shall apply and remain in effect.

The property owner shall be responsible for providing access to the Site, furnish payment for work performed, and sign waste disposal documentation. The Engineer shall be responsible for approving Contractor submittals, overseeing and documenting the work in accordance to the specifications, and the collection of soil confirmatory samples. The Contractor shall be responsible to furnish all permits, labor, materials, equipment, tools, and methods necessary to perform the work in a professional and timely manner as indicated in the Contract Documents and provide waste characterization sampling and disposal including all incidentals to complete the scope of work consistent with the specified intent.

01010 SUMMARY OF WORK

- A. The project is titled, "Underground Tank System Removal/Replacement at the Ashland Marina". All work is located on property owned by the City of Ashland, Ashland Wisconsin.
- B. The work to be performed under this Contract consists of providing all equipment, power, labor, materials and incidentals to:
 - A. Remove and dispose the two existing underground fuel storage tanks, consisting of (1) 4,000- gallon diesel fuel tank and (1) 4,000-gallon unleaded gasoline tank, along with unneeded appurtenances, and replace with (1) new 6,000 gallon (3,000/3,000) split double walled flameguard above ground steel tank.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

- B. Remove petroleum-impacted soil, if encountered, as directed.
- C. All work shall be performed and completed in accordance with the requirements of 40 CFR Parts 280 and 281, 29 CFR Part 1910.120, 29 CFR Part 1926, Regulations of Connecticut State Agencies (RCSA) Sections 22a-449(d)-1, 22a-449(d)-101, 22a-449(d)-107, and 22a-449(c)-100 through 119, and all other applicable state and federal regulations.
1. Contractor shall provide, prior to start of work, written documentation including copies of all permits verifying that all proposed off-site disposal locations for tank system, fuel and tank bottom sediment/sludge, petroleum impacted soils, piping and associated appurtenances, and other materials, are licensed and permitted in accordance with all applicable codes, laws, regulations, and standards. Approval from the Engineer and Owner of proposed disposal facilities shall be required prior to mobilization to the site.
 2. At completion, Contractor to provide the Owner with written documentation for all waste, including, but not limited to, tank, tank contents, wastewater and soil disposed as follows:
 - (a) Certificate of Destruction/Recycling/Treatment for tank and piping, fuel oil, sludge, waste liquid from tank cleaning, and petroleum impacted soils with quantities of product and materials disposed identified; (b) Bills of Lading for tank and piping; and, (c) Non Hazardous Waste Manifest for nonhazardous waste petroleum products (e.g., fuel oil), wastewaters from tank cleaning, and petroleum impacted soils.
- D. The Contractor shall safely maintain the tank and piping excavations open for a period of time at least two (2) working days, unless otherwise directed by the Engineer, to await analytical results from soil samples (each sidewall, bottom, pipe trench, and stockpile). Contractor shall utilize proper equipment (e.g., excavator bucket) to assist in collecting post-excavation bottom and sidewall soil samples. A minimum of five soil samples shall be collected from the tank excavation by the Engineer.
1. In addition, one floor soil sample shall be collected per twenty linear feet of piping. The Contractor shall not backfill excavations until directed by the Engineer, pending soil results. Upon receipt of satisfactory post-excavation sample data, the Engineer will authorize the Contractor to start the installation of the replacement tank.
 2. The Contractor shall prevent surface waters from entering the tank and piping excavations at all times.
 3. The Contractor shall provide and maintain a temporary four (4) foot high orange construction safety fencing supported with steel posts surrounding open excavations until the excavations are completely backfilled. The fencing shall be on-site and ready for installation prior to commencement of any excavation activities.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

- E. The Contractor shall furnish all labor, materials, equipment and tools necessary to perform the work as indicated in the Contract Documents and provide all incidentals to complete the scope of work consistent with the specified intent.
- F. The Contractor shall prepare and issue all notifications, and apply for and obtain all permits and approvals required to complete the Work. All fees for licenses, permits, tolls, approvals, taxes, tariffs, surcharges, etc. shall be the responsibility of the Contractor.
- G. Unless an alternative construction sequence is approved in advance by the Engineer, the work should be carried out by the Contractor in the order listed below and in accordance with Sec. 22a- 449 (d)-107 of the CT UST Regulations.
 - 1. Prior to ordering materials or starting construction on the project, the Contractor shall submit all appropriate shop drawings, material approval requests that meets the tank manufactures specification for backfill (e.g., pea gravel), and information regarding proposed disposal facilities, for the Owner's approval.
 - 2. Provide Ashland Marina notification of locate, mark out and protect all underground utilities.
 - 3. Pump any remaining fuel from the tank system and piping into new DOT-approved drums or vacuum truck provided by the Contractor for off-site disposal prior to removal of the UST from the excavation, If required, transfer fuel from the tank to staged temporary day tank location as designated by the Engineer. Carefully drain all piping when breaking piping into collection buckets. Once the UST is removed from the excavation, and is fuel free, clean tank interiors, and fully drain the piping. The tank and certain piping shall be sent for off-site disposal. Note that the fill and return piping shall be cleaned and left in place. The Contractor shall be responsible for the collection, analysis and cost of any waste characterization necessary for disposal of the tank, tank liquids, and sludge.
 - 4. Remove and dispose of existing underground storage tank including top slab, specified fuel piping, manways and other associated appurtenances. Remove and stockpile petroleum-impacted soil, if encountered, as directed, on poly sheeting as specified in Section 02220. Provide access to the tank grave soil sidewalls and bottom for visual inspection of condition. Contractor to use an excavator to assist in the collection of soil samples.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

Stockpile any petroleum impacted soil and material on site for all required testing. Remove soil and material stockpiles from site for proper offsite disposal/treatment after receipt of soil test data and approval from Engineer. Dispose of all materials and waste in accordance with all applicable state and federal regulations.

5. Install replacement tank and piping as specified.
 6. Complete site restoration, landscaping as specified and cleanup to restore area to a condition at least equal to that prior to the start of construction, unless specified otherwise herein.
- H. The Contractor shall initially strip and stockpile the topsoil prior to exposing the existing tank for reuse at the completion of the tank installation. The Contractor shall provide imported required backfill from an off-site source(s) that meets the manufacturer's recommendations for backfill. The Contractor may use as backfill suitable excavated material provided it is free of contaminants, organic materials and debris. Provide and place additional pea gravel and/or clean soil as needed and in accordance with the specifications. Restore surfaces as specified. Existing material may not be used as backfill until excavation from which the fill was removed has been sampled and analyzed and authorization to backfill the excavation has been issued.
- I. The Contractor will be held to have examined the work site and to have satisfied himself as to the conditions surrounding the premises as no allowance will be made for failure on his part to do so. The submission of a proposal by the Contractor will be construed as acceptance, by the Contractor, of the specifications as sufficient to enable his supplying the detail of all work contemplated hereunder, and without extra charge. Insofar as possible, the Contractor, in carrying out the Work, must employ such methods and means as will not cause the interruption of or interference with the work of any other Contractor, nor with the normal routine activities at the facility except as otherwise specified herein.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

01011 EXAMINATION OF SITE

- A. The specifications have been prepared to provide guidance to the Contractor on the work required. Prior to bidding, all contractors are advised to examine the site. Failure to visit the site and note all conditions will in no way relieve the Contractor from completing the Work.
- B. Subsequent to the award of the Contract, the successful Contractor will be granted access to the site to make detailed measurements, plan access to the work site and other considerations of the Work. Arrangements for such site visits will be made with the Owner.

01013 DRAWINGS FURNISHED

- A. The Contractor will provide a copy of the site plan showing the tank location and work area.

01015 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall confine its operations, including storage of supplies, equipment and materials to the Work Area limits shown on the Drawing or as otherwise approved by the Harbormaster and/or City of Ashland.
- B. The areas and/or spaces, including their access, shall be maintained free and clear throughout the Contract term.

Parking for Contractor's employees will be limited to an area (or areas) designated by the Harbormaster. Contractor shall be responsible for the security of their own equipment and materials on the site.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

01016 OCCUPANCY

Owner will occupy premises during the entire construction period to conduct normal operations. The Contractor shall cooperate with the Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

01035 OVERTIME

- A. Normal working hours are 7:30 A.M. to 5:00 P.M., Monday through Friday. If the Contractor desires to work at a time other than normal work hours, on weekends, or on holidays, the Contractor must request permission from the Marina Manager/Harbormaster at least 48 hours in advance of such work. Approval must be received prior to the requested work time.

01040 COORDINATION

- A. Coordinate the work of the several trades to assure the efficient and orderly sequence of construction elements.
- B. See also General Conditions.

01045 CUTTING AND PATCHING

- A. Openings and chases may not be shown on the Drawings. It is the responsibility of the Contractor to provide chases, channels or openings where needed.
- B. After completion of openings, channels and/or chases, the Contractor shall close and finish the same.
- C. See also General Conditions.

01090 STANDARDS, CODES AND SPECIFICATIONS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

- B. References to standard specifications and codes refer to the editions current at the bid due date. References include their addenda and errata, if any, and shall be considered a part of these Specifications as if they were printed herein in full.

01100 SPECIAL PROJECT PROCEDURES

- A. At least seventy-two (72) hours prior to the start of construction, the Contractor shall notify the following:
 - 1. State of Wisconsin Diggers Hotline at (800) 242-8511.
- B. The Contractor shall be responsible for the protection of all existing structures against hydraulic uplift until the removal of the UST has been completed.
- C. The Contractor shall provide documentation to the Owner showing that all materials disposed off-site for the Contract were disposed of in accordance with applicable local and State regulations.

01210 PRECONSTRUCTION CONFERENCE

- A. The Marina Manger/Harbormaster and awarded Contractor will hold a pre-construction meeting and notify the parties concerned.

01310 CONSTRUCTION SCHEDULE

- A. Within seven (7) calendar days after receiving the Notice to Proceed, the Contractor shall submit for review and approval, a Construction Progress Schedule listing anticipated dates for the occurrence of major project milestones including but not limited to: submit documentation for the new tank shop drawings, delivery date for the tank, removal of the existing tank and installation of new tank and project completion.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

01516 TEMPORARY SANITARY FACILITIES

- A. The Contractor can use the nearby restroom facilities at the Owner's facility where work is to be performed if they are operational.

01518 FIRE PROTECTION

During construction, the Contractor shall be responsible for loss or damage by fire to the work of the Contract until completion. No flammable material shall be stored in any building in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to any building including any temporary construction trailer at any time.

- A. Furnish, at a minimum, two fire extinguishers in accordance with requirements of NFPA 10 and 30A.

01520 CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to ensure convenience and safety in the execution of the Contract. The responsibility for design, strength and safety of all such items shall remain with the Contractor. All such items shall comply with OSHA regulations and applicable local and state codes, statutes, rules and regulations.

01535 PROTECTION

- A. Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at cost of the Contractor.
- B. Provide protective coverings and barricades to prevent damage or physical injury. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and facility personnel from injury.
- C. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

01540 SECURITY

- A. The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism of the Contractor's equipment and materials.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

- B. All employees of the Contractor and any subcontractors shall be prohibited from carrying such items as weapons, drugs, or alcohol on the site.

01550 TRAFFIC WAYS

- A. The Contractor may use on-site paved roads and parking areas but shall not encumber the same or their access unless otherwise approved by the Harbormaster and City of Ashland. Public roadways shall not be blocked by standing trucks, parked cars, material storage, construction operations, or in any other manner.
- B. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap, waste, or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by Contractor at its own expense.

01560 TEMPORARY CONTROLS

- A. The Contractor shall confine his construction activities only to areas required for the execution of the Work. Land resources within the project areas and outside limits of the Work as may be affected by the work of this Contract shall be preserved in their present condition, or be restored to a condition after completion of construction that will appear natural.

01610 TRANSPORTING AND HANDLING

- A. Materials and equipment shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken

01710 FINAL CLEANING

- A. The Contractor, preparatory to final inspection, shall provide final cleaning of all work in readiness for use and occupancy of the project by the Owner.
- B. This final cleaning shall be complete in every manner.
- C. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor and may be deducted from any payment made to the Contractor by the Owner.

DIVISION 1
SECTION 01000
GENERAL REQUIREMENTS

01720 PROJECT RECORD DOCUMENTS

A. Record Drawings During Construction:

1. At the conclusion of construction, the Contractor shall turn one set of the drawings with recorded changes over to the Owner.

01740 WARRANTIES

- A. The Contractor shall guarantee all materials and workmanship for a period of at least one (1) year from the date of acceptance of the Work. The Contractor shall provide the warranties for the new tank and equipment that is installed.

END OF SECTION

DIVISION 2 SITE WORK
SECTION 02050
DEMOLITION AND ALTERATIONS

SECTION 02050

DEMOLITION AND ALTERATIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This item shall consist of the demolition and alteration of existing facilities as shown on the Drawings and as ordered in accordance with this Specification.

1.02 RELATED WORK

- A. Section 02210: Earth Excavation, Backfill, Grading and Landscaping
- B. Section 02220: Contaminated Materials Excavation, Staging, Loading, Transportation and Disposal

1.03 SUBMITTALS

- A. The Contractor shall submit written documentation in the form of a bill of lading to the Owner indicating the final disposal locations of each removed tank and piping as well as all other nonregulated materials taken off the site. All disposal locations must be preapproved by the Owner prior to the start of construction.
- B. The Contractor shall submit documentation in the form of a completed nonhazardous waste manifests, as appropriate, to the Owner indicating the final disposal location of any petroleum product, impacted soils, oily water, and tank residue/sludge in accordance with state and federal regulations. Any disposal documentation will be signed by the owner.
- C. The Contractor shall submit prior to start of Work, written documentation (e.g., permits, approvals) confirming that all proposed disposal/treatment locations for the tank, petroleum product, impacted soils, piping and appurtenances, residue/sludge and other materials are licensed and permitted in accordance with all applicable state and federal regulations.

DIVISION 2 SITE WORK
SECTION 02050
DEMOLITION AND ALTERATIONS

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall accomplish removal of existing underground storage tanks, tank equipment, and appurtenances without damaging integrity of existing structures, equipment, and appurtenances that are to remain. The UST shall be removed from the premises within forty-eight (48) hours from the time removed from the ground.
- B. Contractor shall repair or remove and replace items that are damaged by Contractor. Repair and installation of damaged items at no additional compensation and to condition at least equal to that which existed prior to start of work.
- C. Contractor shall exercise all necessary precautions for fire prevention. Acceptable fire extinguisher shall be made available at all times.
- D. Contractor shall provide protection of persons and property throughout progress of work. Proceed in such manner as to minimize spread of dust and to provide safe working conditions for personnel.
- E. Contractor shall be allowed to block off traffic flow within designated work area during construction operations.
- F. Contractor shall obtain permission from the Harbormaster before abandoning or removing any existing structures, materials, equipment, and appurtenances not specified in the specifications.

DIVISION 2 SITE WORK
SECTION 02050
DEMOLITION AND ALTERATIONS

3.02 DEMOLITION

- A. Confine apparatus, storage of material, demolition work, new construction, and operations of employees, agents, and subcontractors to the designated work area and other areas that will not interfere with continued use and operation of the entire facility.
- B. Provide shoring or bracing where necessary to prevent settlement or displacement of existing or new structures.
- C. Contractor shall excavate and remove the existing tank and appurtenances as indicated. The Contractor shall notify and shall be required to receive approval to start from the Harbormaster at least fourteen (14) calendar days prior to the start of the tank emptying and excavations. The tank shall be removed and disposed of in accordance with State and Federal regulations. Removal of a tank shall include all necessary pumping out of excess product and residue, purging, defuming, etc. The tank and product removed shall become the responsibility of the Contractor and shall be removed from the site and disposed of in accordance with all applicable local, state, and federal laws and regulations.
- D. Tank system piping and conduits shall be drained of contents. The existing piping shall be removed.
- E. In order to allow for the collection and analysis of soil samples for verification of the presence or absence of fuel contamination, the Contractor shall keep the tank and piping excavation(s) open for a minimum of two working days awaiting soil results. The Contractor shall provide, install and maintain fencing and other appropriate approved barricades to prevent individuals or vehicles from falling into excavations. The Contractor shall prevent surface waters from entering the tank grave during excavation. The Contractor shall not be entitled to additional compensation for compliance with these requirements.
- F. During removal of the tank and/or appurtenances, if the Contractor encounters material that is believed to be contaminated or hazardous, the Contractor shall cease work in the area and notify the owner.
- G. The Engineer will notify the Owner of any discovered petroleum contaminated soils. The Owner will make all proper notifications as required by the state of Wisconsin and federal regulation. There shall be no work in any area identified as having contaminated or hazardous material or suspected of having contaminated or hazardous material without prior approval.

DIVISION 2 SITE WORK
SECTION 02050
DEMOLITION AND ALTERATIONS

- H. The Contractor shall remove existing tank appurtenances as required to facilitate tank replacement.

3.03 TANK ATMOSPHERE

A. Testing

1. The tank atmosphere and the excavation area should be continuously monitored by the Contractor for flammable vapor and oxygen concentrations.
2. The tank vapor space is to be tested by placing the combustible gas indicator probe into the fill opening with the drop tube removed or other tank opening. Readings should be taken at the bottom, middle and upper portions of the tank, and the instrument should be cleared after each reading. If the tank is equipped with a non-removable fill tube, readings should be taken through another opening. Liquid product must not enter the probe. Readings of 20 percent or less of the lower explosive limit (LEL) must be obtained before the tank is considered safe for removal from the ground.
3. Combustible gas indicator readings may be misleading if the tank atmosphere contains less than 5 percent by volume oxygen, as in a tank vapor-freed with CO₂, N₂, or another inert gas. In general, readings in oxygen-deficient atmospheres will be on the high, or safe, side. Therefore, the Contractor shall also use an oxygen indicator to assess the oxygen concentration in the tanks.

DIVISION 2 SITE WORK
SECTION 02050
DEMOLITION AND ALTERATIONS

3.04 DISPOSAL

- A. Tank, piping, materials, equipment, debris, and associated appurtenances removed, that are not designated for reuse, become the property of Contractor and shall be removed from site within forty-eight (48) hours and disposed of at no additional compensation than already provided for in the bid items.
- B. Remaining fuel product and liquids in the tank system, piping and appurtenances or generated from tank cleaning shall be removed and disposed of offsite by the Contractor. The Contractor will not be compensated for the removal and disposal of any liquids added by the Contractor to the tank system.
- C. Petroleum impacted soils shall be removed and disposed of offsite by the Contractor at the direction of the Owner and at the unit rates specified in the Contractor's bid.

END OF SECTION

DIVISION 2 SITE WORK
SECTION 02210
EARTH EXCAVATION, BACKFILL
GRADING, AND LANDSCAPING PAGE

SECTION 02210

EARTH EXCAVATION, BACKFILL, GRADING, AND LANDSCAPING PART 1 -

GENERAL

1.01 DESCRIPTION

- A. Work included under this section consists of Excavation, Backfill, Drainage, Topsoil & Seeding, and all other work indicated on the Drawings and not covered in the Specifications.

1.02 RELATED WORK

- A. Section 02050: Demolition and Alterations
- B. Section 02220: Contaminated Materials Excavation, Staging, Transportation and Disposal

1.03 SUBMITTALS

- A. Submittal of all proposed backfill sources and certifications that free draining material and clean soil used for excavation backfill are in accordance with this specification.

PART 2 - EXECUTION

1.01 DESCRIPTION

- A. Carry out program of excavation in such manner as to eliminate all possibility of undermining or disturbing foundations of existing structures or of work previously completed under this contract.
- B. Make all excavations in open, except as otherwise specified or permitted.
- C. Excavation, trenching and shoring requirements for the protection of employees in accordance with OSHA Regulations, 29 CFR Part 1926 Subpart P shall be employed and enforced.
- D. Length of trench open at any one time will be controlled by conditions and subject to any limits that may be necessary.

DIVISION 2 SITE WORK
SECTION 02210
EARTH EXCAVATION, BACKFILL
GRADING, AND LANDSCAPING PAGE

- E. There are pipes, drains, and other utilities in certain locations not indicated on Drawings. No attempt has been made to show all services and completeness or accuracy of information given is not guaranteed. In the case of damages to unmarked underground utilities they are not the responsibility of a "Diggers Hotline" utility.
 - 1. Contractor shall contact "Diggers Hotline" for underground utilities information a minimum of seventy-two (72) hours prior to start of construction. Contractor shall obtain any available underground utility information from the Owner prior to excavation. Contractor shall locate all known utilities prior to excavation and shall repair/replace all damage, by the Contractor at no extra cost to the Owner. Utilities damaged by the Contractor shall be repaired with equal materials in a schedule and to the specifications of the Owner.

- F. All existing pipes, poles, wires, utilities, fences, curbing, property line markers, and other structures, shall be carefully supported and protected from damage by the Contractor. Should such items be damaged, they shall be restored by the Contractor, without compensation, to at least as good condition as that in which they were found immediately before the Work was begun.

- G. Whenever the Contractor encounters or damages previously unknown or undocumented existing structures as described below it shall perform all or a portion of the work described as directed in writing by the City of Ashland to change the location of, remove and restore, or replace such structures, or to assist the Owner thereof in so doing. For all such work outside the written scope of work, the Contractor shall be paid as Extra Work.

- H. In relocating such interfering existing pipes or other structures, the Harbor Commission and City of Ashland shall include for payment only those new materials and labor which, in their judgment, are necessary to replace those unavoidably damaged.

- I. The structures to which the provisions of the preceding two paragraphs shall apply include pipes, wires, and other structures which meet all of the following:
 - (a) are not indicated on the drawings or otherwise provided for, (b) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (c) in the opinion of the Contractor will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced.

DIVISION 2 SITE WORK
SECTION 02210
EARTH EXCAVATION, BACKFILL
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- J. Restoration of existing property or structures should be done as promptly as practicable and not left until the end of the construction period.
- K. Unless otherwise directed by the City of Ashland or Owner, surplus excavated materials not needed and uncontaminated shall be hauled away and disposed of by the Contractor, at its expense, at appropriate locations, and in accordance with arrangements made by the Contractor and in accordance with all federal, state and local laws and regulations. Excavated soil suspected of contamination may not be removed from the site prior to sampling and chemical analysis. The Contractor is responsible for all sampling and analysis for standard waste characterization and disposal analyses. Any additional waste characterization sampling will be the responsibility of the Contractor. Contractor must provide certified letter or signed certificate of disposal/treatment indicating disposal of surplus excavated material.
- L. During progress of work, the Contractor shall conduct its operations and maintain area of its activities, including sweeping, so as to minimize the creation and dispersion of dust.
- M. In general, and unless other material is indicated on drawings or specified, material used for backfilling trenches and excavations around structures shall be suitable material which was removed in the course of making the construction excavations. Reuse of existing materials for backfill shall be preapproved by the City of Ashland and Owner. If sufficient suitable material is not available from the excavations, the backfill material for the UST and piping shall be the responsibility of the Contractor and in compliance with standard practice. The depth of burial of the tank shall conform with manufacturers requirements and any governing regulations.
- N. Restoration and establishment of landscaping shall consist of furnishing, placing and shaping topsoil in all landscaped areas to a minimum in-place thickness of six (6) inches.

1.02 SEPARATION OF SURFACE MATERIALS

- A. Carefully remove loam and topsoil from excavated areas and store separately for further use or furnish equivalent loam and topsoil as required.

DIVISION 2 SITE WORK
SECTION 02210
EARTH EXCAVATION, BACKFILL
GRADING, AND LANDSCAPING PAGE

3.04 DRAINAGE AND DEWATERING

- A. Dewatering will not be required unless any ground water is encountered during the tank removal or soil excavation or as required due to unsuitable conditions. Contractor shall protect subgrade soils from softening, undermining, washing out, and damage by rain or water accumulations.
- B. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes. All pipe lines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.
- C. Prevent surface water from flowing into excavations and from flooding the project area, as well as surrounding areas. Do not allow water to accumulate in excavations. Provide suitable temporary pipes, flumes or channels for water that may flow along or across the site of work.
- D. The Contractor shall be prepared to install a sump(s) for dewatering the excavation and shall supply all sump materials, pump(s), hoses, and tank for temporary water storage and particulate settlement. Under the direction of the Engineer, the Contractor shall be prepared to dispose of recovered water. The Contractor shall test and dispose of liquid products in accordance with approved procedures, meeting local, state and federal laws and regulations. The potential exists for contaminated groundwater to be present in trenches and tank excavations. The Contractor shall not dispose of any contaminated water into sanitary sewers or stormwater drains. Alternatively, recovered water may be discharged with the approval of and under the direction of the Engineer. Contaminated water shall be paid for at the unit price listed in the proposal for contaminated ground water removal and disposal.
- E. All pumped or drained water shall be disposed of or discharged, without undue interference to other work, damage to pavements, other surfaces, or property.

3.05 EXCAVATION NEAR EXISTING STRUCTURES

- A. Discontinue digging, by machinery, when excavation approaches pipes, conduits, or other underground structures. Continue excavation by use of hand tools.

Include such manual excavation, in work to be done, when incidental to normal excavation and under items involving normal excavation.

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SECTION 02210
EARTH EXCAVATION, BACKFILL
GRADING, AND LANDSCAPING

- B. Excavate test pits, when determination of exact location of pipe or other underground structure is necessary for doing work properly.

3.06 CARE AND RESTORATION OF PROPERTY

- A. Do not use or operate tractors, bulldozers, or other power-operated equipment on paved surfaces when treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.
- B. Restore all surfaces that have been injured by the Contractor's operations, to a condition at least equal to that in which they were found immediately before work commenced at no cost to Owner. Suitable materials and methods should be used for such restoration.

3.07 UNAUTHORIZED EXCAVATION

- A. Backfill, with material as required, when bottom of any excavation is taken out beyond limits indicated or prescribed. This work shall be performed by the Contractor without additional compensation.

3.08 TOPSOIL

- A. Topsoil shall be placed and shaped as required.

END OF SECTION

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

SECTION 02220

CONTAMINATED MATERIALS EXCAVATION, STAGING, LOADING,
TRANSPORTATION AND DISPOSAL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The procedures outlined in this Technical Specification shall be followed during the excavation, staging, loading, transportation, and disposal of contaminated materials generated according to the following scenarios:
 - 1. Contaminated soil generated during excavation and construction activities, and
 - 2. Contaminated liquid, fuel products, and solid waste, other than soil, produced by the Contractor during construction/demolition and decontamination activities.
- B. The Contractor shall be responsible for providing all sampling and analyses required for disposal. The Contractor shall be responsible for properly characterizing for disposal all material prior to removing material from the site.
- C. All waste generated by the Work, including all impacted excavated material, shall be removed from the site within ten (10) business days of the time the waste is generated and transported directly to an approved disposal facility as specified. Storage of any waste on-site overnight shall be permitted in the manner and location specifically approved by the Owner.
- D. The Contractor shall load contaminated soil into trucks for transportation to a disposal/treatment facility licensed to accept such waste soil as required by State and Federal regulations.
- E. Certified weight scale tickets showing the weight of the vehicle at the time of arrival and departure from the disposal facility shall be provided as a prerequisite to payment for all waste material transported off-site. The weight tickets shall be signed and dated by a representative of the Contractor certifying to the accuracy of all measurements, the date and time of arrival and departure of each vehicle, the disposal location and the vehicle identification number.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

- F. The Contractor shall complete all required manifest forms and bills of lading as required by applicable laws and regulations for transportation and disposal of materials off-site. The Contractor shall provide copies of all required manifests and bills of lading along with all requested backup documentation. The Owner or its designated representative will sign manifests and bills of lading. The Contractor shall be responsible for assuring that all notifications, labeling, documentation, sampling, analysis, transportation and disposal requirements of the disposal facility, and federal, state and local governments are complied with and properly documented.

- G. Contractor's bid price shall include restoration of excavated and disturbed surfaces as a result of the tank closure activities including: (1) topsoil and (2) sweeping paved areas. Damage to existing paved surfaces and curbing necessary to complete the tank closure by the Contractor shall be repaired and/or restored by the Contractor according to applicable specifications at the specified unit cost.

1.02 RELATED WORK

- A. Section 02050: Demolition and Alterations.

- B. Section 02210: Earth Excavation, Backfill, Grading, and Landscaping.

1.03 QUALITY ASSURANCE

- A. Scales used for determination of weight for contaminated soil disposal and imported clean backfill soil shall be certified by the State of Wisconsin.

- B. Soil encountered during the tank removals which is contaminated shall be managed by the Contractor at the Engineer's direction. Soil management shall also include tank grave sampling and testing of soils by the Contractor to determine if soil is contaminated.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

1.04 SUBMITTALS

- A. The Contractor or approved subcontractors shall prepare and submit to the Owner, prior to the initiation of the tank removals and any contaminated soils excavation, a Health and Safety Plan (HASP) for work associated with any potential contaminated soils at the site. This plan shall address all of the activities which the Contractor will perform in fulfillment of the Contract, and shall comply in all aspects with OSHA regulations for hazardous waste operations (29 CFR 1910.120). The Contractor shall make the HASP available to authorized personnel who require access to any contaminated area or exclusion zone. The health and safety of the Contractor's employees remains solely the responsibility of the Contractor.
- B. The Contractor or his approved subcontractor shall prepare and submit to the Owner, prior to the initiation of the contaminated or hazardous material handling work, a list of personnel expected to be engaged in site activities and certify that said personnel have completed the training requirements stipulated in 29 CFR 1910.120, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under Level C conditions. The Contractor or his approved subcontractor shall provide documentation of appropriate OSHA training for all site personnel.
- C. The Contractor shall prepare and maintain all material shipment records required by applicable Federal, State, and local laws and regulations. These records shall include but not be limited to: scale tickets, bill of lading, and manifests. The Contractor shall provide copies of all documentation to the Owner.
- D. The Contractor shall submit written documentation to the Owner prior to any removals from the site identifying the final proposed disposal/treatment location of contaminated liquid, soils, and solid wastes for approval by the Owner. At that time, the Contractor shall also submit copies of all permits granting approval of the location for material disposed/treated of at any offsite facility including but not limited to any permitted landfill or thermal destruction facility.
- E. Following all waste removals, the Contractor shall provide Certificates of Treatment/Destruction/Recycling from the facilities to the Owner for all regulated and hazardous wastes removed from the site.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

PART 2 - PRODUCTS

2.01 GENERAL

- A. Plastic Sheet: Provide polyethylene plastic sheeting with a minimum thickness of 6 mil and a minimum width of ten (10) feet. Plastic sheeting of 10 mil thickness will also be required as specified.

PART 3 - EXECUTION

3.01 HEALTH AND SAFETY

- A. Requirements of 29 CFR 1910.120 and 29 CFR 1926 Subpart P shall be followed by the Contractor and all of the approved subcontractors.

3.02 LOCATION OF CONTAMINATED SOIL

- A. If the Contractor identifies material that is believed to be contaminated on the project, it shall immediately cease work in the area and contact the Owner.

3.04 REMOVAL AND STAGING OF CONTAMINATED SOIL

- A. Area Preparation: Prior to beginning excavation, all standing liquids and associated tank bottom sediments and sludge shall be removed from the tank and underground piping to the maximum extent feasible.
- B. Excavation: State and Federal regulations shall be used for the standard in determining the limits for contaminated soil excavation.
- C. The excavation of contaminated soil shall not compromise structural integrity of buildings or utilities, nor below barriers to contaminant movement such as clay, silt lenses, or termination of soil at the bedrock surface. If necessary the Contractor, with guidance from appropriate environmental representative, if present, will determine the reasonable depth of contaminated soil excavation.
- D. Staging: Excavated soil that has been preliminarily classified as "contaminated" material shall be staged on-site in the following manner as directed.
 - 1. All excavated soil shall be underlain by two overlapping layers of 10-mil plastic sheet of sufficient size to ensure that seepage of soil or water is prevented.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

2. All excavated soil shall be covered with a 6-mil plastic sheet of sufficient size to ensure that infiltration of precipitation or generation of dust is prevented. The cover shall be held in place with two (2) rows of hay bales continuously around the perimeter to form a soil-retaining trough. Wrap bottom 6-mil plastic sheet over trough and under outer hay bales.
3. Excavated soil shall be covered with a 6-mil plastic sheet of sufficient size to ensure that infiltration of precipitation or generation of dust is prevented. The cover shall be held in place with two (2) rows of hay bales continuously around the perimeter to form a soil-retaining trough. Wrap bottom 6-mil plastic sheet over trough and under outer hay bales.
4. The staging area shall be inspected regularly by the Contractor to ensure that the cover or other containment structure has not been damaged, and that there is no apparent leakage from the pile. If the plastic cover has been damaged, or there is evidence of seepage from the piles, the Contractor shall replace the plastic sheet cover material as needed to prevent the release of materials to the environment from the piles. It is the Contractor's responsibility to prevent the pile from releasing contaminants to the environment throughout the duration of the project. The staging area is restricted to within the work area limits unless approved otherwise by the Harbormaster or Owner.
5. All labor, tools, materials, and equipment necessary for containment of excavated soil shall be provided by the Contractor.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

3.05 TRANSPORTATION

A. Drums:

1. If drums are utilized, the Contractor shall load and transport the drums of contaminated liquid and solid waste, other than soil, to the appropriate permitted waste disposal/treatment facilities, as arranged by the Contractor and approved by the Owner.
2. Leaking or deteriorated drums shall be overpacked prior to shipping.
3. Drums containing waste shall not be double stacked at any time on site or during transportation.
4. Drums shall be secured, as needed, to prevent shifting during transport.

B. Bulk Material:

1. All vehicles used by the Contractor to transport, "contaminated" and regulated liquid, solid waste, and soil shall be registered as required by law. The materials shall be covered or protected during transport to ensure that seepage of waste material, water or dust into or out of the vehicle is prevented. Transport vehicles, gross vehicle weight and loading and unloading procedures shall meet all appropriate state and federal DOT standards.
2. The Contractor shall load and transport nonhazardous bulk waste material, other than soil, to a permitted solid waste disposal/recycling facility, as arranged by the Contractor and preapproved by the Owner.
3. Bulk solids shall be kept several inches below the top of the truck container.
4. The load shall be secured to prevent shifting or release during transport.

DIVISION 2 SITE WORK
SECTION 02220 CONTAMINATED MATERIALS EXCAVATION, STAGING,
LOADING, TRANSPORTATION AND DISPOSAL

3.06 DISPOSAL

- A. Based on the finalized soil classification provided by the Contractor, contaminated soil shall be loaded by the Contractor onto vehicles for transport to a permitted disposal/treatment facility in the following manner:
 - 1. Contaminated soil will be loaded for transportation by the Contractor and transported to the disposal/treatment facility. Contaminated soil loading and transportation arrangements will be coordinated between the Contractor and the Engineer. The Contractor shall coordinate its work schedule with the schedule of vehicles to minimize loading time for those vehicles.
 - 2. During loading operations and final clean-up of the staging area, the Contractor shall prevent the mixing of contaminated soil with non-contaminated existing soil at the staging area. The Contractor shall pay for disposal of all additional soil that the Owner deems to be contaminated as a result of the Contractor's failure to comply with this requirement.
- B. The Contractor shall coordinate the disposal of work generated materials which may be contaminated.

3.07 DECONTAMINATION PROCEDURES

- A. The Contractor shall furnish labor, materials, water, power, tools, and equipment for decontamination of all personnel, equipment and supplies that enter the contaminated work area or are exposed to contaminated material.
- B. Methods - The decontamination procedure shall follow the requirements of 29 CFR 1910.120, as described in the Contractor's HASP and specified herein.
- C. Personnel Decontamination: The Contractor shall provide and maintain a decontamination area which is to be located in the decontamination zone. The Contractor shall coordinate the location of the decontamination zone with the Engineer. Decontamination of personnel and equipment is required after performance of activities in the Exclusion Zone (Hot Zone). The personnel decontamination area may be in the form of a mobile trailer or field station. Personnel decontamination shall, at a minimum, consist of: safe work practice, use of

DIVISION 2 SITE WORK
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disposable protective clothing, personal hygiene, personal decontamination before breaks, each time workers exit the exclusion zone, and at the completion of each work day to prevent worker exposure and the spread of contaminants offsite. The Contractor shall use Chapter 10 of NIOSH Publication No. 85-115 when designing a decontamination plan.

This plan shall be in conformance with the requirements of 29 CFR 1910.120 and include those requirements specified herein.

1. Routine Decontamination:

a. Routine decontamination shall follow the guidelines of 29 CFR 1910.120.

2. Emergency Decontamination: Should a worker be splashed with contaminants, the worker shall be immediately escorted to the field decontamination station and be decontaminated in accordance with Contractor's HASP.

D. Equipment

1. All equipment shall be provided to the work site free of contamination. The Owner retains express authority to prohibit from the site any equipment which in its opinion has not been thoroughly decontaminated prior to arriving at the project location. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the project site which is not thoroughly decontaminated upon arrival.
2. All equipment involved in Exclusion Zone (Hot Zone) activities shall be decontaminated each time it is removed from the Exclusion Zone. Equipment decontamination shall be performed in conformance with the requirements of 29 CFR 1910.120 as described in the Contractor's HASP.
3. The Contractor shall decontaminate all equipment which comes in contact with contaminated material, either directly or indirectly, (i.e., excavation, sampling and testing equipment), after completion of work at one location (i.e., tank excavation) and prior to beginning work at another location.
4. Rinse water used for decontamination which contains chemicals used during decontamination or which may contain hazardous chemicals or pollutants from the equipment which was decontaminated shall be collected by the Contractor in drums or removed in bulk with the tank contents for proper offsite disposal by the Contractor.

END OF SECTION

DIVISION 22 PLUMBING AND TANKS
SECTION 22400
FUEL TANK REPLACEMENT

DIVISION 22 PLUMBING AND TANKS 22400 FUEL TANK REPLACEMENT

PART 1 - GENERAL

1.1 SUMMARY OF THE WORK

1.1.1 CONTRACT DOCUMENTS AND RELATED REQUIREMENTS

General provisions of the Contract, including general conditions and other specifications, shall apply to the work of this section. The contract documents show the work to be done under the Contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, requirements for owner occupancy during the work, coordination with other work and the phasing of the work. In the event the Contractor discovers a conflict in the Contract Documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Owner for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply.

1.1.2 EXTENT OF WORK

- A. In general the work shall include the removal and replacement of the existing fuel tanks located at the Ashland Marina.

1.1.3 RELATED WORK

- A. Earthwork
- B. Landscaping
- C. Electrical
- D. Pumps and Piping

1.1.4 TASKS

The work tasks are summarized briefly as follows:

- A. Remove the fuel from the existing tanks for either disposal or relocate it to a temporary tank as directed by the Harbormaster.

DIVISION 22 PLUMBING AND TANKS

SECTION 22400

FUEL TANK REPLACEMENT

- B. Provide permits for the removal of the existing (1) 4,000-gallon diesel fuel tank and the (1) 4,000-gallon unleaded gasoline tank and for installation of the new tank. The Contractor shall include the fee for the permit in the bid.
- C. Remove, clean and properly dispose of the existing two tanks.
- D. Expose and remove existing deadman (if present). A new deadman shall be furnished and installed by the contractor.
- E. Furnish and install a new split capacity (3,000/3,000) double wall steel above ground storage tank complete with spill containment and watertight tank top piping sump. New double walled, flexible piping shall be run from the tank to existing piping. New conduits shall be installed as required to complete connections. All connections of the fuel dispensers, tank gauges, alarm system and monitoring systems shall be included.
- F. Regrade and seed the disturbed landscaped areas of the site.

1.1.5 CONTRACTOR USE OF PREMISES

- A. The Contractor and Contractor's personnel shall cooperate fully with the Owner's representative/consultant to facilitate efficient use of buildings and areas within building. The Contractor shall perform the work in accordance with the Owner's specifications, and in compliance with any/all applicable Federal, State and local regulations and requirements.
- B. The Contractor shall use the existing facilities in the building strictly within the limits indicated in contract documents.

1.2 APPLICABLE CODES AND REGULATIONS

1.2.1 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS

- A. All work under this contract shall be done in strict accordance with all applicable Federal, State, and local regulations. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.
- B. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.
- C. The Contractor shall be certified for the tank and piping installation by the tank and piping manufacturers in accordance with required regulations.

DIVISION 22 PLUMBING AND TANKS
SECTION 22400
FUEL TANK REPLACEMENT

1.2.2 PERMITS/LICENSES

- A. The Contractor shall apply for and have all required permits and licenses to perform the work as required by Federal, State, and local regulations. The cost for any permit shall be included with the Contractor's bid.

1.3 OWNER'S RESPONSIBILITIES

Prior to commencement of work:

- A. Notify occupants adjacent to the work areas of the project dates and requirements for relocation, if needed. Arrangements must be made prior to starting work for relocation of equipment if needed.

1.4 PRE-CONSTRUCTION MEETING

Prior to commencing the work, the Contractor shall meet with the Owner's representative to present and review, as appropriate, the project schedule, safety requirements submittals and access to the work area.

PART 2 - PRODUCTS, MATERIALS AND EQUIPMENT

2.1 MATERIALS AND EQUIPMENT

2.1.1 GENERAL REQUIREMENTS

Prior to the start of work, the Contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and verification has been submitted to the Owner.

- A. The Contractor shall not block or hinder use of buildings by staff, and visitors to the Owner's building by placing materials/equipment in any unauthorized location.
- B. The Contractor shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the worksite and disposed of properly.
- C. Adequate and appropriate PPE for the project and number of personnel/shifts shall be provided. All personal protective equipment issued must be based on a written hazard assessment in accordance with OSHA requirements.

DIVISION 22 PLUMBING AND TANKS
SECTION 22400
FUEL TANK REPLACEMENT

2.2 SUBMITTALS

2.2.1 PRE-CONSTRUCTION MEETING SUBMITTALS

Submit to the Owner a minimum of fourteen (14) days prior to the pre-construction meeting the following for review and approval. Meeting this requirement is a prerequisite for the pre-construction meeting for this project:

- A. Submit a detailed work schedule for the entire project reflecting Contract Documents and the phasing/schedule requirements from the CPM chart.
- B. Submit a staff organization chart showing all personnel who will be working on the project and their capacity/function.

2.3. FUEL TANK

The new fuel tank flame guard shall be a double wall steel 6,000 gallon (3,000/3,000) split capacity, diesel fuel and unleaded gasoline respectively, to be used for retail sale.

The fuel tank shall include any features required by state and federal regulations and deemed to be best practice.

2.4 PIPING

Any new fuel and return line piping, if required, shall be double-walled flexible piping suitable to the project application and compliant with local, state and federal requirements.

DIVISION 22 PLUMBING AND TANKS
SECTION 22400
FUEL TANK REPLACEMENT

PART 3 - EXECUTION

3.1 FUEL TANK

3.1.1 REMOVAL OF EXISTING TANK

Refer to Division 2 Section 02050 Demolition and Alterations. The existing tank can be removed prior to the new tank arrival on site.

3.1.2 NEW FUEL TANK AND PIPING

The Contractor shall provide and install the new fuel tank adjacent to fuel dispenser where best suitable. All necessary piping and electrical connections shall be performed by the Contractor for proper installation and operation of the new fuel tank. Prior to the installation of the new tank, the existing deadman, if present, shall be removed and properly disposed of. The Contractor will furnish and install a new deadman sufficient to anchor the new tank as per the manufacturing recommendations.

The tank and piping shall be properly installed in accordance with a code of practice developed by a nationally recognized association or independent testing laboratory and in accordance with the manufactures' instructions, and any Federal, State, and local regulations.

3.2.3 TESTING

The Contractor shall test the completed tank system including the alarm and leak monitoring systems in accordance with Federal and State standards and in accordance with the manufacturer's Installation Manual and Operating Guidelines in effect at the time of installation.

DIVISION 22 PLUMBING AND TANKS
SECTION 22400
FUEL TANK REPLACEMENT

3.3 SITE RESTORATION

Site restoration shall be in accordance with Section 02210 Earth Excavation, Backfill Grading, and Landscaping.

3.4 WORK HOURS

All work shall be done during administrative hours (7:30AM to 5:00 PM) Monday - Friday excluding Federal Holidays. Any change in the work schedule must be approved by the Owner.

3.5 WARRANTY

All material and workmanship shall be warranted against defects in material and labor for one (1) year after acceptance of the project by the Owner. The tank and apparatus shall have the manufacturer's standard warranty for materials and workmanship. All manufacturers' warranties shall be provided to the Owner at job completion.

END OF SECTION

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Replacement of Ashland Marina Fuel System Specifications

Scope of Work:

Remove existing tanks and piping from the current location and install new above ground tank and piping to the current dispenser location.

Specifications:

Qty	Description
1 each	Split Compartment, 6,000 Gallon Double Wall, (Split 3K/3K) Prem/Diesel Double Bulkhead (1) 24" Manway per Compartment (4) 2" NPTs per Compartment (1) 4" NPT Per Compartment Exterior Blasted, Primed & Painted White Urethane
1 each	Tank Freight
2 each	2" 8 oz Pressure Vacuum Vent
1 each	Vent Updraft 2"
3 each	4" 8 oz Emergency Vent - Male Thr
2 each	2" 3.5G AST Spill Container W
2 each	2" Aluminum Fill Cap - Female Thr
2 each	2" Fill ALARM /Audible Whistle
1 each	Type K Leak Gauge
2 each	1-1/2" HP Fixed Speed VAR LEN
2 each	Valve Solenoid 1.5" (VITON) W
2 each	5" Expansion Relief VLV SS 50
2 each	Dispenser Hook Box w/Smart Con
1 each	Dispenser Stand
2 each	1-1/2" x 18" Flex Connect FI
2 each	1-1/2" Full Port Ball Valve B
2 each	1-1/2" Emergency Valve DBL PO
50 each	Product Piping - Up to 50 feet product piping
14 each	4" Crash Post SCH10 7' Long
1 each	INSTALLATION: includes Tank, Pipe, Dispenser
1 each	Excavation: Pipe and tank removal area, saw cut asphalt for new tank pad.

1 each	Electrical (2) Submersibles (2) Solenoid valve (1) New wiring to dispenser (1) E-stop (1) E-stop contactors New conduits
1 each	Soil Sample
1 each	Calibration of dispenser and any associated metering equipment following installation and prior to May 2025
1 each	Concrete - Tank slab needed for installation compliance of 6,000 tank
1 each	Crane, as needed to complete project

NOTE: It should be assumed providers will reuse owners' dispensers and other applicable materials.

Timeline:

Start Date: October 14, 2024

Completion Date: December 20, 2024



Petroleum Equipment Specialists Established 1935

*www.odayequipment.com
800-654-6329*

July 31, 2024

Evaluation Committee
Scott Stegman
sstegman@coawi.org

RE: Ashland Marina Project

Dear Scott,

We are presenting our bid proposal for the subject project. We are confident our qualifications and experience match the requirements for the Fuel Tank Replacement project.

O'Day Equipment was founded in 1935 and from the beginning has focused on fuel handling equipment systems. Our company started business in Fargo, ND but today we also operate from facilities located at Minot, ND, Minneapolis and Duluth, MN. For more than 20 years we have operated our service and installation business from our facility located at 4981 Lightning Drive, Hermantown. Our primary business activates today is entirely focused on motor fueling systems, support services and supplies.

Our company and staff maintain the required licensing for the work we do in the state of Minnesota. We have an established professional relationship with the state agencies who oversee this work. We have a structured training program for our team operating in the field. We are active members of industry associations and are a member in good standing with the Petroleum Equipment Institute and Steel Tank and Fabrication Institute.

O'Day insures possible financial liabilities with higher than industry normal or required by contract limits of insurance. We also purchase Pollution Liability insurance for our products and services we sell and also maintain insurance for Professional Liability. We are able to obtain these high limits by demonstrating our business processes and good loss experience.

Our company is managed by our leadership team with substantial fueling systems industry experience in the work included in the Fuel Tank Replacement Project.

Jim O'Day – President	40 years of experience at O'Day
Wendy Simek – Chief Operating Officer	15 years of experience at O'Day
Dan O'Day – Vice President	20 years of experience at O'Day

We operate the business and make our business decisions based on our Company Core Values; Excellence, Team Players, Forward Thinking, Constantly Learning and Valuing Customers. Our entire Team understands and share these values too.

The Ashland Marina Tank Replacement project will be executed by our Construction Department. This team is responsible to deliver the work as specified and on the schedule set for completion. Additionally, they are

1301 40th Street NW
PO Box 2706
Fargo, ND 58108
Ph: (701) 282-9260
Fax: (701) 281-9771

635 31st Street SE
Minot, ND 58702
Ph: (701) 852-3145
Fax: (701) 852-6058

4981 Lightning Drive
Duluth, MN 55815
Ph: (218) 729-0757
Fax: (218) 729-0273

9952 US HWY 10
Elk River, MN 55330
Ph: (763) 230-7630
Fax: (866) 823-1130

responsible to comply with all local, state and federal regulations that governs this work. We have a Construction Process and Procedures we follow designed to accomplish our work on a systemic basis.

Our Proposed Staff for this project will be;

Mike Ledin – Duluth Operations Manager	Accountable for delivering the project
John Pieper – Project Manager	Accountable for the Project Schedule and Management
Eric Rose – Project Manager	Accountable for the Project Work and Integrity Testing
Cody Grashorn – Construction Foreman	Accountable for the onsite installation and staff supervisor

Our Staff follow a Construction Process and Procedures manual for work we perform in the field. The process is designed to cover all aspects of our work from planning to final completion and documentation. We believe using standardized procedures deliver the best completed projects.

We also support the fueling systems with ongoing support and compliance services delivered by our Service Team. We are available 24/7 and can respond quickly to any service needs from our Duluth based Service Team. Our Service Team receive extensive training including certification from the manufactures of the equipment. Service is managed by Service Manager and CSR group and delivered by one of our 20+ member Service Technician Team.

We also have engineering personnel that produce our construction installation drawings and details. We use AutoCAD and Solid Works engineering and drafting software to develop and document our installation drawings. We also document our work in the field including photographic images and archive this information in our managed digital database.

We would like to add to our proposal a list of references for you to use to confirm our qualifications:

KLJ Engineering	Bryan Jacobson	701-271-4875	bryan.Jacobson@kljeng.com
Mead & Hunt Inc.	Jon Scrapper	701-566-6488	jon.scrapper@meadhunt.com
Midwest Fuels	Joel Reinhart	608-782-3308	Joel.Reinhart@MidwestFuels.com
Holiday Companies	John Baregi	952-830-1675	john.baregi@holidaycompanies.com
WKLSB	Wade LeBlanc	218-220-8000	wklmn18@gmail.com
Edwards Oil Inc.	Mike Moore	218-741-9634	mmoore@eoctrimark.com
Petroleum Equipment Institute	Rick Long	918-809-9082	rl@pei.org
Steel Tank Institute	Wayne Geyer	847-438-8265	wgeyer@steeltank.com
Wells Fargo Bank	Jay Lies	701-293-4327	jaylies@wellsfargo.com

O’Day Equipment also has a related company, O’Day Tank & Steel Co and has manufactured fuel storage tanks since 1969 and is our partner for steel fabricated tanks and welded piping. O’Day Tank & Steel maintains UL Listings and licensing to manufacture FireGuard fire resistant and Flameshield fire protected tank technologies required for the project.

Tanks supplied for this project will be factory pre-assembled as much as possible with appearances including the vents, valves and piping. All factory installed piping and will be prepared for and coated in a climate controlled paint facility. Tanks will be built under a license agreement with the Steel Tank Institute and subject to the 3rd Party Quality Assurance Inspection programs. The installation of components will follow the Project Specifications and also PEI/RP200: Recommended Practices for Installation of Aboveground Storage Systems.

Or long term establishment in the Duluth area can provide the most efficient delivery of the Fuel Tank Replacement project as well as providing long term support of your systems with our local service capability by our Duluth based Service Technician team.

For over 80 years O'Day Equipment has been continuously furnishing and installing motor fueling systems to private and public entities. Our proven history in this industry along with our team of trained and experienced people gives us the capability to deliver this project to Duluth Transit Authority. Please give consideration to our history people and capabilities during your evaluation process.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim O'Day". The signature is fluid and cursive, with a large initial "J" and "O".

Jim O'Day
President

PROPOSAL FORM

ASHLAND MARINA FUEL TANK REMOVAL / REPLACEMENT

1. COST OF WORK:

The undersigned, acting for and on behalf of Contractor and being familiar with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the AHC.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith this bid for the indicated item as follows:

- 1) Complete the Removal and Replacement of the Existing Underground Storage Tank

Lump Sum Total \$ 201,180.00

In Words Two Hundred One Thousand One Hundred Eighty dollars

- 2) Additional cost for the complete removal and disposal of contaminated soil encountered during excavation per ton as directed.

\$ 197.10 per ton

In Words One Hundred Ninety Seven Dollars and Ten cents

- 3) Additional cost for the complete import and placement of soil backfill per ton to replace contaminated soil removed off-site as directed.

\$ 43.65 per ton

In Words Forty Three dollars and Sixty Five Cents

- 1) Additional cost for the complete removal and disposal of contaminated ground water encountered during excavation per gallon as directed.

\$ 8.18 per gallon

In Words Eight Dollars and Eighteen Cents

The AHC reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

2. COSTS:

The undersigned Contractor hereby affirms and states the prices quoted herein constitute the total cost to the AHC for all work involved in the respective items and that this cost also includes all insurance, licenses, permits, royalties, transportation charges, use of all tools and equipment, , overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. This bid shall be held valid for a period of ninety (90) days after the bid due date.

3. INSTRUCTIONS:

The undersigned Contractor shall comply with all provisions and requirements of this Bid Package.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for this work it will completely perform said Contract in strict accordance with its terms and conditions by December 20, 2024, unless additional time shall be granted by the AHC in accordance with the provisions of the specifications. Should the Contractor fail to complete the work by said date or within such extended time as may have been allowed, the Contractor shall be liable to the AHC in the amount set forth in Section 15.1.

REFERENCES

O'Day Equipment, LLC

(Name of Contractor)

List all references stating name, address, and contact person and phone number below:

References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: Mead & Hunt Inc.
Address: 8 Seventh St. N Fargo ND 58102
Phone #: 701-495-0425
Contact: Byran Jacobson
2. Company Name: Consolidated Energy
Address: 910 Main St. #1 Jessup IA 50648
Phone #: 319-827-1211
Contact: Joel Reimhart
3. Company Name: Holiday Companies
Address: P.O. Box 1224 Minneapolis MN 55437
Phone #: 952-830-1675
Contact: John Baregi

REFERENCES

O'Day Equipment, LLC

(Name of Contractor)

List all references stating name, address, and contact person and phone number below:

References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

4. Company Name: Edwards Oil Inc.

Address: 820 Hoover Rd, N Virginia MN 55792

Phone #: 218 - 741 - 9634

Contact: Mike Moore

5. Company Name: Wells Fargo Bank

Address: 406 Main Ave Fargo ND 58102

Phone #: 701-293-4327

Contact: Jay Lies

3. Company Name: _____

Address: _____

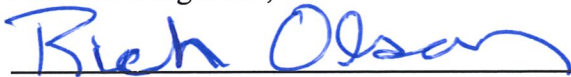
Phone #: _____

Contact: _____

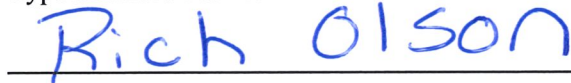
INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless, The City of Ashland, Ashland Harbor Commission, its employees, agents and servants, from any liability claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the City of Ashland, Ashland Harbor Commission, its agents or servants. The City of Ashland and Ashland Harbor Commission shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this Contract.

Authorized Signature;

A handwritten signature in blue ink that reads "Rich Olson". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Typed/Printed Name:

A handwritten name in blue ink that reads "Rich Olson". The name is written in a simple, blocky style with a long, straight underline that extends to the right.

Ashland Marina UGST Remove/Replace

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned O'Day Equipment, LLC as Principal, and United Fire & Casualty Company as Surety are held and firmly bound unto the Ashland Harbor Commission, Wisconsin, hereinafter Called "AHC", in the penal sum of Ten Percent of the Bid Submitted Dollars, (\$ 10%) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, which whereas the Principal has submitted the accompanying proposal, dated July, 26, 2024 for UST Removal/Replacement Ashland Marina.

NOW THEREFORE, if the Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and AHC, or, if no period be specified, within sixty (60) day after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the AHC in accordance with the Proposal as accepted, and give bond with good and sufficient performance and proper fulfillment of such contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of the Proposal Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this 24th day of July, 2024 the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Proposal Bond shall be valid unless agreed to in writing by the parties to this bond.

In presence of:

_____(SEAL)

(Individual Principal Signature)

(Principal Name – Print) (Business Address)

Attest:

Mary Goodman
Mary Goodman (SEAL)
Administrative Assistant
(Signature)



O'Day Equipment, LLC PO Box 2706 Fargo ND 58108

(Business Address)

By: Wendy Simek, Secretary/Treasurer
Wendy Simek, Secretary/Treasurer
(Affix Corporate Seal)

Attest:

Wandy Grant
Mandy Grant, Client Advocate
(Signature) (Corporate Surety)

United Fire & Casualty Company 118 Second Ave SE Cedar Rapids IA 52401

(Business Address)

By: Rebecca Hecker
Rebecca Hecker, Attorney-In-Fact
(Affix Corporate Seal)

Countersigned by: N/A

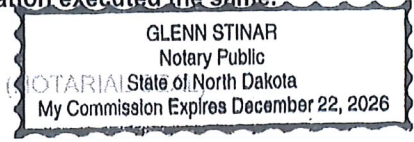
Attorney-In-Fact, State of North Dakota

Power of Attorney for person signing for Company must be attached to Bond Surety.

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 25 day of July 2024, before me personally appeared Wendy Simek known to be the Secretary/Treasurer of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.



[Signature]

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of _____)
County of _____)

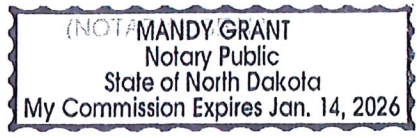
On this _____ day of _____ 20____, before me personally Appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

(NOTARIAL SEAL)

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 24th day of July 2024, before me personally appeared Rebecca Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of United Fire & Casualty Company and acknowledged to me that he or she subscribed the name of United Fire & Casualty Company thereto as surety and his or her own name as Attorney in Fact.



Mandy Grant



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS C. DAWSON, DANIEL M. ARMBRUST, BRIDGET NITZ, REBECCA HECKER, BRAEDEN NELSON, JILL GRAVELINE,
 EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 7th day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 7th day of June, 2023

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 7th day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of July, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0045 122017

Jeff Hopkins
1140 Ashwaubenon
Green Bay, WI 54304
July 30, 2024

Denise Oliphant, Ashland City Clerk and
Scott Stegmann, Ashland Marina Harbormaster
601 W Main Street
Ashland, WI 54806

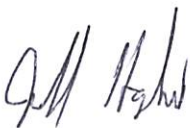
Dear Denise and Scott:

Attached is our bid for the UST Removal/Replacement Ashland Marina project.

This bid is based on the information and specifications provided to us in the bid document provided to us.. Any revisions required at a later date will be subject to price review at that time. We have reviewed the terms and conditions stated in the bid document and accept all.

Thank you for giving us this opportunity. We look forward to hearing from you.

Sincerely,



Jeff Hopkins

Sales Representative

jeffhopkins@waltspetro.com

Cell: 715 551-3034

We thank you for your business!

Ashland Marina
Attn: Scott Stegmann
301 N. Ellis Street
Ashland, WI 54806

PROPOSAL
July 30, 2024

INSTALLATION

- Secure necessary state permit(s)
- Excavate and remove (2) existing underground steel tanks, piping and transition sump
- Purge, clean and dispose of tanks, perform site assessment (See Page 7)
- Backfill and landscape the old UST area
- Backfill piping trench and transition sump area, cover with asphalt
- Pour new concrete tank pad to include (17) Painted bollards
- Set (1) 6,000 (3,000/3,000) Gallon Split Above ground tank w/ (2) 1.5 HP Submersible Pumps
- Furnish and Install New above ground product piping to dispenser
- Furnish and Install 12.5'x 21'x6' Chain Link Fence w/ (1) 4' Walk Gate, Included
- All Labor Included
- Electrical (See Page 4)
- Excavation (See Page 5)
- Concrete (See Page 6)

Removal of contaminated soil and water is not included.

Subtotal \$ 56,857.81
Sales Tax 0.00
TOTAL \$ 56,857.81

- OPTION 1:**
Fireguard Tank instead of Flameshield Tank..... ADD \$24,256.50
- OPTION 2:**
Privacy Slats in fence.....ADD \$1019.20

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Ashland Marina
301 N. Ellis Street
Ashland, WI 54806
Page 2

PROPOSAL
July 30, 2024

SUB PUMPING EQUIPMENT

2 – FE SPGC-220 w/o pump Smart controller

Submersible pumps are included with the tanks.

Subtotal \$ 1,288.00
Sales Tax 0.00
TOTAL \$ 1,288.00

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Ashland Marina
301 N. Ellis Street
Ashland, WI 54806
Page 3

PROPOSAL
July 30, 2024

TANKS

1 – True North Steel, Flameshield 6,000 Gallon (split 3,000/3,000) Double Wall Aboveground Tank, Horizontal, Painted White

2 – 1.5 HP Submersible Pumps w/ Solenoid Valves

Crane for Setting Tank Included

Freight Included

Subtotal \$ 50,343.50
Sales Tax 0.00
TOTAL \$ 50,343.50

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Ashland Marina
301 N. Ellis Street
Ashland, WI 54806
Page 4

PROPOSAL
July 30, 2024

ELECTRICAL

- (2) Submersibles, *New conduit and wire*
- (2) Solenoid Valves, *New conduit and wire*
- (1) New conduit and wire to dispenser
- (1) E-Stop
- (1) E-Stop Contactor
- Disconnect existing tanks

****THIS PRICE IS INCLUDED IN THE LABOR & MATERIALS PRICE ON PAGE 1****

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Ashland Marina
301 N. Ellis Street
Ashland, WI 54806
Page 5

PROPOSAL
July 30, 2024

EXCAVATION

- Remove existing fencing
- Saw cut, break out and haul old asphalt and concrete away
- Excavate to remove existing (2) underground tanks
- Backfill old UST area, piping trench area, and transition sump area
- Set (1) New Aboveground tank onto new concrete tank pad

TOTAL \$ 77,384.48

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Ashland Marina
301 N. Ellis Street
Ashland, WI 54806
Page 6

PROPOSAL
July 30, 2024

CONCRETE

- Pour new concrete, 14.5'x 23'x 8" tank pad area
- Broom finish and seal
- Furnish and Install (17) Bollards
- Furnish and install pipe trench from tank to dispenser
- Extend existing trench to new dispenser location

TOTAL \$ 10,640.00

Down Payment Required
Balance On Delivery

Quoted By:

Jeff Hopkins

Jeff Hopkins

Accepted By: _____ Date: _____

Please Sign And Return One Copy

Payment Schedule

Customer Information
 Ashland Marina
 301 N. Ellis Ave.
 Ashland, WI 54806

Date
 July 30, 2024

Page
 8

	Amount	Down/Payment	Balance on Notification or Delivery
TANK REMOVAL	\$5,163.20	\$1,703.86	\$3,459.34
INSTALLATION GROUP	\$55,582.81	\$18,342.33	\$37,240.48
APT PIPING SYSTEM	\$0.00	\$0.00	\$0.00
GILBARCO GAS EQUIPMENT	\$0.00	\$0.00	\$0.00
GASBOY DIESEL EQUIPMENT	\$0.00	\$0.00	\$0.00
POS EQUIPMENT	\$0.00	\$0.00	\$0.00
VEEDER ROOT EQUIPMENT	\$0.00	\$0.00	\$0.00
SUBMERSIBLE EQUIPMENT	\$1,288.00	\$425.04	\$862.96
TANKS	\$50,343.50	\$16,613.36	\$33,730.15
CANOPY	\$0.00	\$0.00	\$0.00
EXCAVATION	\$77,384.48	\$25,536.88	\$51,847.60
CONCRETE	\$10,640.00	\$3,511.20	\$7,128.80
PERMITS - FEES	\$1,275.00	\$1,275.00	\$0.00
TOTALS	\$201,676.99	\$67,407.66	\$134,269.33

33% Down Payment Required with Order
 Bid Valid for 10 Days
 City and Local Permits are billed to the customer at our cost if acquired by Walt's Petroleum Service
 Approved Change Orders will be included in Progressive Billing
 Customer responsible for Local building permits.
 Contract billed for as work progresses
 1-1/2% interest charged after 30 days.
 Customer accepts Walt's Petroleum Service, Inc. TERMS AND CONDITIONS on following page.
 When signed and accepted by customer this document becomes a binding and legal contract

Accepted By _____

Date Accepted _____

PLEASE RETURN ONE SIGNED COPY

Walt's Petroleum Service, Inc.
5207 E. Jelinek Ave., Weston, WI 54476

(Principal Name – Print) (Business Address)

Attest:

(SEAL)

(Signature)

(Business Address)

By: _____

(Affix Corporate Seal)

Attest:

(Signature) (Corporate Surety)

Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Business Address)

By: Connie Smith
Connie Smith, Attorney-in-Fact

(Affix Corporate Seal)

Countersigned by: Karla K. Heffron
Karla K. Heffron

Attorney-In-Fact, State of Wisconsin

Power of Attorney for person signing for Company must be attached to Bond Surety.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, Its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

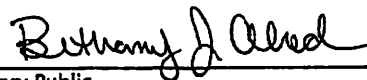


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





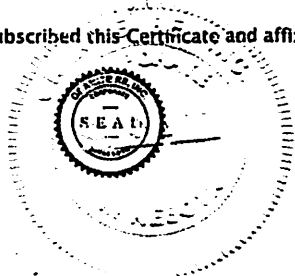
Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
30th day of July, 2024.



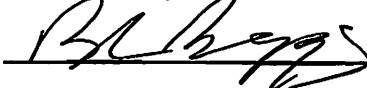


Kyle P. McDonald, Assistant Secretary

INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless, The City of Ashland, Ashland Harbor Commission, its employees, agents and servants, from any liability claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the City of Ashland, Ashland Harbor Commission, its agents or servants. The City of Ashland and Ashland Harbor Commission shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this Contract.

Authorized Signature;



Typed/Printed Name:

Brian L Beggs

PROPOSAL FORM

ASHLAND MARINA FUEL TANK REMOVAL / REPLACEMENT

1. COST OF WORK:

The undersigned, acting for and on behalf of Contractor and being familiar with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the AHC.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith this bid for the indicated item as follows:

- 1) Complete the Removal and Replacement of the Existing Underground Storage Tank

Lump Sum Total \$201,676.99 _____

In Words _____

- 2) Additional cost for the complete removal and disposal of contaminated soil encountered during excavation per ton as directed.

\$150.00 _____ per ton

In Words _____

- 3) Additional cost for the complete import and placement of soil backfill per ton to replace contaminated soil removed off-site as directed.

\$75.00 _____ per ton

In Words _____

- 1) Additional cost for the complete removal and disposal of contaminated ground water encountered during excavation per gallon as directed.

\$1.50 _____ per gallon

In Words _____

The AHC reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

REFERENCES Walt's Petroleum

(Name of Contractor)

List all references stating name, address, and contact person and phone number

below: References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: MCKINNEY MARINA-C.W. PUPERA, INC. _____

Address: 1190 W. RAWSON AVE. OAK CREEK, WI 53154-1447 _____

Phone #: 262-488-5150 _____

Contact: AARON DUFFY _____

2. Company Name: CLARK COUNTY HIGHWAY DEPARTMENT- BOSTON COMPANY

Address: 2613 VETERANS PARKWAY, MARSHFIELD WI 54449-8830

Phone #: 715-650-1600 _____

Contact: NICK ANDERSON _____

3. Company Name: JMJ CONSTRUCTION-115TH FIGHTER WING TRUAX FIELD

Address: 302 BICKFORD ST., NEW LISBON, WI 53950-1528 _____

Phone #: 608-733-6301 _____

Contact: SARAH EDER _____

REFERENCES Walt's Petroleum

(Name of Contractor)

List all references stating name, address, and contact person and phone number

below: References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: CITY OF WAUPACA DPW – MIRON CONSTRUCTION

Address: 1471 MCMAHON DR., NEENAH, WI 54956-6305 _____

Phone #: 920-886-7825 _____

Contact: NIKKI BORKOVETZ _____

2. Company Name: OUTAGAMIE CO-OP SERVICES _____

Address: 3011 WEST WISCONSIN AVE., APPELTON, WI 54914 _____

Phone #: 920-850-0537 _____

Contact: DAN SCHUMAN _____

3. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Walt's Petroleum Service, Inc.</p>	
	<p>2 Business name/disregarded entity name. If different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>5207 E. Jelinek Ave</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Schofield, WI 54476</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
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or									
Employer identification number									
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7	9								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 7-29-24
------------------	--------------------------	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**WALT'S PETROLEUM SERVICE, INC.
TERMS AND CONDITIONS – INSTALLATION WORK**

1. This proposal is good for ten (10) days unless any unforeseen vendor/material price increases occur and is based on information provided by the customer as to proper clearance and site conditions. This proposal, when accepted by the customer, will constitute a bona fide contract between Walt's Petroleum Service, Inc., subject to all terms and conditions and to the approval of the customer's credit manager. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.
2. Invoices: 33% Down payment is required with return of signed contract, all billings, invoices are due upon receipt. All sums NOT paid within 15 days of invoice date shall bear current interest rate until paid. Customer is expected to immediately pay each progress-billing invoice. Job completion (including start up and/or placement of island equipment) will be delayed if the progress-billing invoices have not been paid. Please note that before placement and/or start-up of islands equipment, 95% of contract total must be paid, with the balance due at day of completion.
3. Dispenser/POS Equipment: Quick pay plan in effect only if payment is made within 5 days of equipment invoice date. A 5% surcharge is due for failure to meet terms. Invoice will arrive in advance of equipment receipt in our warehouse.
4. Should any liquidated damages be a part of this, proposal damage claims will be invalid should the customer fail to comply with the terms of this contract.
5. Asphalt, concrete paving, electrical, painting, landscaping and other outside subcontracted services are not included, unless specified in our proposal.
6. Waste regulations now in effect require recycling of packaging and miscellaneous material. It is the customer's responsibility to recycle or provide waste receptacles for packaging/miscellaneous material purchased as part of the equipment.
7. Excavation is based on normal conditions. Unknown conditions such as frost, rock, water, sand, sewer, or utilities encountered, causing additional work would be additional cost items on a time and material basis.
8. Walt's Petroleum Service, Inc., its employees, and agents will be held harmless for any and all liability with regard to contamination, whether existing or new contamination caused by an existing tank system releasing any contents into the environment. All hazardous substances are the property of the customer and will remain in the customers' care, custody, and control.
9. As required by the Wisconsin Construction Lien Law, Walt's Petroleum Service, Inc. hereby notifies customer that persons or companies furnishing labor or materials for the construction on customer's land may have Lien rights on customer's land and buildings if not paid. Those entitled to Lien rights, in addition to the undersigned Walt's Petroleum Service, Inc., are those who contract directly with the customer and those who give the customer notice within 60 days after they furnish labor or materials for the construction. Accordingly, customer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Walt's Petroleum Service, Inc. agrees to cooperate with the customer and the customer's lender, if any, to see that all potential Lien claimants are duly paid.
10. In the event that the services of an attorney are required to collect any sums due and owing for the work to be performed hereunder, regardless of whether legal proceedings are commenced, the customer shall reimburse to Walt's Petroleum Service, Inc. all legal fees incurred by it in enforcing or attempting to enforce collection.
11. Walt's Petroleum Service, Inc. won't be held responsible for delays and extra costs due to customer's outside contracted services.
12. Warranty Policy— Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through Walt's Petroleum Service, Inc. to the customer according to the manufacturer's policy. Walt's Petroleum Service, Inc. shall guarantee workmanship or the work that may appear within a period of one year from starting date of the project, according to these manufacturer's policies.
13. Customer will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. Walt's Petroleum Service, Inc. shall notify the customer when product will be needed. Walt's Petroleum Service, Inc. shall not be held responsible for the contamination or loss of any product.
14. Customer agrees that legal title and right of possession to all equipment that is subject to this agreement shall remain in Walt's Petroleum Service, Inc., until such time as customer has paid in full for said equipment pursuant to the terms and conditions of the agreement. Walt's Petroleum Service, Inc. is given right of entry to customers' property to warranty and or reclaim equipment.

Name(s) of those Approved to Authorize Change Orders:

