

**City of Racine**  
**Official Notice #9-2022**  
**Invitation for Bid (IFB) | Contract 2023004**  
**Solid Waste Disposal Services**



09/29/2022	Published in Newspaper   Published Online
10/03/2022	Published in Newspaper
10/05/2022	Questions due by 2pm
10/07/2022	Addendums Posted
<b>October 11, 2022 by 10:00am</b>	<b>DUE DATE</b> Bid proposals received after this time will not be considered
Method of submittal	City of Racine Purchasing – DemandStar <b>ONLY</b> <a href="https://network.demandstar.com/agencies/wisconsin/city-of-racine-purchasing/procurement-opportunities/01dc3f5c-ed8d-466f-9fa8-3f31a8e08705/">https://network.demandstar.com/agencies/wisconsin/city-of-racine-purchasing/procurement-opportunities/01dc3f5c-ed8d-466f-9fa8-3f31a8e08705/</a>
Contact information:	Monica G. Santos – Purchasing Agent City of Racine Purchasing 730 Washington Ave. Room 105 Racine, WI 53403 Office: 262.636.9143   Fax: 262.636.9100 Email: <a href="mailto:monica.santos@cityofracine.org">monica.santos@cityofracine.org</a> Website: <a href="http://www.cityofracine.org/purchasing">http://www.cityofracine.org/purchasing</a>

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: GFL Environmental - Emerald Park Landfill, LLC

Name: Scott Kleinhans

Address: W124S10629 S. 124th St.

City, State, Zip: Muskego, WI 53150

Phone: 414-529-1360

Email: scott.kleinhans@gflenv.com

## 1. General Information

The City of Racine is accepting formal bids for Solid Waste Disposal Services via Demandstar.

The City of Racine is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Racine. The City of Racine may negotiate and assign additional work as needed & both parties agree. The City of Racine, in its sole discretion and without cause, may terminate this Request, Purchase Order or Contract, in whole or in part, at any time without incurring liability to the bidder for lost profits, or any other costs of damages.

This contract is for a one (1) year term from 01/01/2023 through 12/31/2023 with option to be renewed providing both parties agree to the extension under the condition that the price may be renegotiated and all other terms, conditions, and specifications remain the same. Notification to the City of the desire to extend, including any price change request, shall be given by the Contractor at least sixty (60) days before the contract expiration date. This contract shall continue in effect thereafter. Either party may terminate the contract for good cause by providing at least sixty (60) days written notice to the other party.

Invoice(s) should be sent to [accountspayable@cityofracine.org](mailto:accountspayable@cityofracine.org) and should include contract #2023004

DBE/MBE/WBE/VBE are encouraged to bid.

## 2. Proposal

Please provide pricing on a per ton basis inclusive of taxes and fees:

Waste Type	Cost per Ton
Municipal Solid Waste	\$40 /ton
Bulk Items	\$45 /ton
Street Sweepings	\$23 /ton
Construction & Demolition	\$40 /ton

Please provide estimated time in minutes for a typical rear load truck from scaling in to scaling out:

Scale-in scale-out timing	15 minutes
---------------------------	------------

### 3. General Questions

Have you performed any work for the City of Racine in the past? YES ☒ NO

Are you part of the Disadvantage Business Enterprise (DBE) Program? YES ☒ NO

if you answered no, would you like more information? YES ☒ NO

Are you able to perform work for the State of Wisconsin? ☒ YES NO

### 4. Racine Works Program (RWP)

The “Racine Works Program (RWP)” is a preferential hiring program used by the City of Racine to help residents of the City gain access to employment opportunities on City construction or City funded projects. The Racine Works Program is designed to promote employment of City residents as part of a contractor’s workforce on some City construction projects.

The City of Racine RWP procurement policy promotes the utilization of local workers and maximization of the economic impact of annual operating and capital project spending.

Bidders and contractors shall satisfy the [City of Racine Ordinance Section 46-41](#) if applicable.

## 5. References

As a part of properly completing the bid, provide the names, addresses, phone numbers and contact persons for a minimum of two companies or municipalities for which the bidder has satisfactorily performed related work within the past five (5) years.

Company Name: City of Wauwatosa

Address: 11100 W. Walnut Rd Wauwatosa, WI 53226

Contact Person: Dave Simpson

Phone Number: 414-831-0799

E-mail: DSimpson@wauwatosa.net

Company Name: City of South Milwaukee

Address: 910 Marshall Ave. South Milwaukee, WI 53172

Contact Person: Dan Ratajski

Phone Number: 414-768-8078

E-mail: ratajski@smwi.org

Company Name: Village of Greendale

Address: 6351 Industrial Loop, Greendale, WI 53129

Contact Person: Rod Damask

Phone Number: (414) 423-2133

E-mail: RDamask@greendale.org

## 6. Scope of Services

The City of Racine requires disposal services at a licensed solid waste landfill upon closure of Republic Services' Kestrel Hawk Landfill, anticipated in January 2023. Disposal services under this scope of services is anticipated to be valid until such time as the City's proposed transfer station is constructed and operational, which is anticipated in late 2023 or early 2024.

The City of Racine has generated the following waste quantities, averaged over the last four years:

Municipal solid waste	26,000 tons
Bulk items	1,400 tons
Street sweepings	1,300 tons
Construction & demolition	26 tons

The City plans to collect residential municipal solid waste per current operations and haul the waste via the City-owned rear load collection trucks to BIDDER'S licensed solid waste landfill. Items such as bulk items, construction & demolition material, and street sweepings may be hauled with dump trucks or roll off trucks.

The City is requesting that BIDDER provide pricing for disposal of City-collected and hauled municipal solid waste, bulk items, street sweepings, and construction & demolition materials. Price to be inclusive of taxes and fees. The City is also requesting that BIDDER provide the amount of operational time required from scaling in to scaling out for a typical municipal rear load truck.

The pricing shall be valid from closure of Republic Services' Kestrel Hawk Landfill, or January 1, 2023, whichever is later; through the opening of the City-owned transfer station, anticipated to be approximately December 31, 2023.

Prior to acceptance of BID, the City requires a tour of BIDDER'S licensed solid waste landfill to be scheduled on a mutually agreeable date.

## 7. Attachment(s)

Official Notice #9-2022 Characterization of the Street Sweeping Materials

## **8. Indemnification and Insurance Requirements:**

### Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

### Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

- a) General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- c) Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
- b) The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- c) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
- g) Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not



contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**END OF DETAILED SPECIFICATIONS**

**BIDDER'S CERTIFICATION**

I hereby certify that all statements herein are made in behalf of:

Wrangler Holdco Corp. DBA GFL Environmental/Emerald Park Landfill, LLC

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of: Wisconsin

a partnership consisting of: \_\_\_\_\_

an individual trading as: \_\_\_\_\_

of the City of \_\_\_\_\_ State of \_\_\_\_\_

that I have examined and carefully prepared this proposal from the  
plans and specifications and have checked the same in detail before

submitting this proposal; that I have full authority to make such statements

and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: \_\_\_\_\_

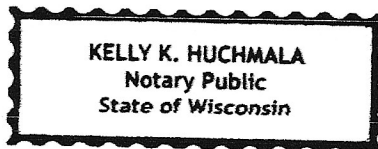
TITLE: Land Fill Sales

Sworn and subscribed to before me

this 11 day of October 2022

Kelly K. Huchmala  
(Notary or other officer authorized to administer oaths)

SEAL:



My commission expires

2/28/24