

December 12, 2025

Request for Proposal No. 2025-04

Addendum #3

Please note the following changes made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #3 on the ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

1. RFP Section 1.3 states, “The City may, at its sole discretion, specify one or more Optional Renewal Term(s) with a combined total length of not more than five (5) or seven (7) years such that the combined total Agreement Term including the Initial Term and the Optional Renewal Terms(s) shall not exceed ten (10) years.”
 - a. RFP Section 1.3 will be amended to state, “The City may, at its sole discretion, specify one or more Optional Renewal Term(s) with a combined total length of not more than **three (3) or five (5)** years, **dependent on the Initial Term**, such that the combined total Agreement Term including the Initial Term and the Optional Renewal Terms(s) shall not exceed ten (10) years.”
2. RFP Section 6.23 states, “If the County does not enter into an extension for this agreement, the Proposer shall allow for Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off. The quantity of drop-offs was not specified.”
 - a. RFP Section 6.23 will be amended to state, “If the County does not enter into an extension for this agreement, the Proposer shall allow for Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off **per week**.” The sentence “The quantity of drop-offs was not specified” will be deleted.
3. Contract Section 10.0 states, “The Contractor shall provide Collection and Disposal of Trash and Collection and Processing of Program Recyclable Materials to all City Facilities as designated by the City.”

- a. Contract Section 10.0 will be amended to state, “The Contractor shall provide Collection and Disposal of Trash and Collection and Processing of Program Recyclable Materials to all City Facilities as designated by the City **at no charge to the City.**”
4. Contract Section 15.0, “If the County does not enter into an extension for this agreement, the Contractor shall allow for Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off with no limit on the quantity of drop-off visits.”
 - a. Contract Section 15.0 will be amended to state, “If the County does not enter into an extension for this agreement, the Contractor shall allow, **upon notice from the City**, for Residential Unit Customers, who provide a copy of their City of Lockhart utility bill, to drop-off up to six (6) cubic yards of Trash per drop-off with no limit on the quantity of drop-off visits.”
5. Contract Section 30.2 states, “The Contractor shall hire and maintain qualified personnel to provide service under this Agreement.”
 - a. Contract Section 30.2 will be amended to state, “The Contractor shall hire and maintain **a sufficient number of** qualified personnel to provide service under this Agreement.”
6. Contract Section 37.0.i states, “Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate.”
 - a. Contract Section 37.0.i will be amended to state, “Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and **\$5,000,000** general aggregate.”
7. Contract Section 37.0.iii states, “Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.”
 - a. Contract Section 37.0.iii will be amended to state, “Business Automobile Liability

insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of **\$3,000,000.**"

8. Contract Section 47.0 states, "The Contractor shall invoice Residential Service Units or Commercial Customers directly." In addition, Contract Section 47.0 states, "The Contractor shall invoice the City for Commercial Customers based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. The Contractor shall also invoice the City for residents for any Additional Brush Bulky Waste Collection Services that are requested in accordance with Section 8.1.4."
 - a. Contract Section 47.0 will be amended to state, "The Contractor shall **not** invoice Residential Service Units or Commercial Customers directly, **except for Commercial Customers receiving roll off service. The Contractor shall invoice Commercial Customers for roll off service.**"
 - b. Contract Section 47.0 will be amended to state, "The Contractor shall invoice **the City for** Commercial Customers, **except for Commercial Customers receiving roll off service**, based on the number, size, and Collection frequency for in-service Carts and Containers charged at applicable Contract Rates. **The Contractor shall invoice Commercial Customers for roll off service.** The Contractor shall also invoice **the City for** residents for any Additional Brush Bulky Waste Collection Services that are requested in accordance with Section 8.1.4."
9. Contract Section 48.17 states, "This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be Lockhart, Texas."
 - a. Contract Section 48.17 will be amended to state, "This Agreement shall be construed and interpreted according to the laws of the State of Texas and venue with respect to any litigation shall be **Caldwell County**, Texas."
10. Contract Section 48.18 states, "In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs."
 - a. Contract Section 48.18 will be amended to state, "In the event of litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs." The word "arbitration" will be deleted.

11. In Contract Section 48.19, the following section will be added to the Contract:

- a. “In accordance with Chapter 2252, Texas Government Code, Subchapter F, Sec. 2252.152, a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.”

12. The following sections will be added to the Contract.

a. Relationship of Parties

Contractor shall operate hereunder as an independent contractor and shall be solely responsible for the acts and omissions of its officers, agents, and employees. The doctrine of respondeat superior shall not apply as between the City and the Contractor. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its officers, agents, and employees.

b. Entirety of Agreement

This Agreement and all attachments incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof, and any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void.

c. Amendment of Agreement

This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by both parties.

d. No Surrender of Governmental Powers

Nothing in this Agreement shall be construed to surrender any of the government powers of the City of Lockhart.

e. No Waiver of Governmental Immunity

Notwithstanding anything in this Agreement or any exhibit to the contrary, nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or

any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

f. Termination Due to Lack of Appropriations

Notwithstanding anything in this Agreement or any exhibit to the contrary, if City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City shall not activate this clause for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. City will make every effort to give Contractor as much prior notice, but in any event at least sixty (60) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Contractor all fees and expenses related to the services City has received, or Contractor has incurred or delivered, prior to the effective date of termination. Without limiting the foregoing, City shall not terminate this Agreement pursuant to this provision and seek bids or proposals for, negotiate, or enter into any agreement, understanding or arrangement for the provision of any of the Services to the City after the termination of this Agreement, with any other person or entity. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.