

**ADDENDUM NO. 1
REQUEST FOR PROPOSALS (RFP #2026-002)
MUNICIPAL SOLID WASTE SERVICES
CITY OF MERCEDES, TEXAS**

TO ALL PROSPECTIVE PROPONENTS:

This Addendum No. 1 forms a part of the RFP Contract Documents for RFP #2026-002 (Municipal Solid Waste Services) and modifies, clarifies, and/or supplements the original RFP specifications posted on August 5, 2026.

Proponents shall acknowledge receipt of this Addendum No. 1 in their proposal submittal on **Attachment N (Certification and Acknowledgement)**.

MODIFICATION TO SECTION 3: SCOPE OF SERVICES

The following subsection is hereby **added** to **Section 3 (Scope of Services Narrative)** of the RFP specifications:

Section 3(v) – Damage to Public and Private Property:

1. **Contractor Responsibility:** The CONTRACTOR shall exercise utmost care to prevent damage to public and private property during the performance of all collection, haulage, and disposal operations under this Contract.
2. **Repair and Replacement Obligation:** The CONTRACTOR shall, at its sole expense and at no cost to the CITY or property owner, repair, restore, or replace any public or private property damaged by the CONTRACTOR'S vehicles, equipment, or employees—including but not limited to turf, trees, landscaping, mailboxes, fences, driveways, sidewalks, curbs, pavement, utility structures, and residential or commercial containers.
3. **Cure Timeframe:** Repairs or replacements must be initiated within **forty-eight (48) hours** of notice (written, electronic, or verbal) from the CITY or property owner and fully completed within **seven (7) calendar days**, unless an extension is granted in writing by the Solid Waste Director/Manager due to material availability.
4. **City Right to Repair:** If the CONTRACTOR fails or refuses to repair or replace damaged property within the required timeframe, the CITY reserves the right to complete the necessary repairs using City forces or third-party contractors and deduct the full cost of repairs directly from the CONTRACTOR'S monthly service invoice or call upon the Performance Bond/Deposit.
5. **Claims Logging:** The CONTRACTOR shall log all reported property damage claims, including the address, date of incident, description of damage, and proof of resolution, and include this summary in its Monthly Waste Collection Report submitted to the CITY.

Exclusive Franchise for Construction Roll-Off Services

1. Scope of Exclusive Roll-Off Services for Remodeling: The CONTRACTOR'S exclusive franchise rights shall extend to all temporary roll-off container services (ranging from 10 to 40 cubic yards) provided to residential, commercial, and industrial properties within the City for construction, remodeling, repair, or demolition projects. No third-party waste haulers shall be permitted to place temporary roll-off containers within City limits without authorization.

2. Requirement to Provide Roll-Off Containers and Pricing: Upon request from any resident, property owner, or contractor, the CONTRACTOR shall supply roll-off containers to the property owner on the Friday following the request.

3. Standardized Roll-Off Rates: Rates charged to residents or contractors for temporary construction and remodeling roll-off containers shall strictly comply with the fixed rates submitted in **Attachment M (Proposed Rates)**, which includes delivery fees, monthly/daily rental fees, haul rates, and per-ton disposal fees for 10, 20, 30, and 40-cubic-yard containers.

END OF ADDENDUM NO. 1